

**CITY OF NEWTON  
PURCHASING DEPARTMENT**

***CONTRACT FOR THE NEWTON PUBLIC SCHOOLS***

**PROJECT MANUAL:  
SUPPLY & INSTALLATION OF POLES AND ANCHORS  
VARIOUS SCHOOLS  
(Outdoor Adventure Education Challenge Courses)  
*INVITATION FOR BID #10-38***

**FEBRUARY 2010  
Setti Warren, Mayor**

## CITY OF NEWTON

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#### SUPPLY & INSTALLATION OF POLES AND ANCHORS -VARIOUS SCHOOLS

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**CITY OF NEWTON  
PURCHASING DEPARTMENT  
INVITATION FOR BID #10-38**

The City of Newton invites sealed bids from Contractors for

**SUPPLY & INSTALLATION OF POLES AND ANCHORS - VARIOUS SCHOOLS  
(Outdoor Adventure Education Challenge Courses)**

**MANDATORY - Pre-Bid Conference:** 9:00 a.m., February 12, 2010

**Bids will be received until:** 9:00 a.m., February 19, 2010

at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the **MANDATORY Pre-Bid conference** at City Hall, Rm. 204, there will be a site visit to the five locations. Transportation will be provided by the City of Newton for the site visits. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

**Work under this contract shall consist of:** the supply and installation (set in ground) of poles and anchors for outside challenge course elements for four middle schools and one high school in Newton, MA. No supplies or materials can be delivered to the specific designated school location prior to 24 hours of the start of the pole installation.

**Time is of the essence in the performance of the work of this contract. Work shall begin immediately upon full execution of the contract and shall be completed no later than: April 15, 2010.**

Contract Documents will be available on line at [www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids) or for pickup at the Purchasing Department, **after 10:00 a.m., February 4, 2010**. There is no charge for contract documents. **Drawings must be obtained through the Purchasing Department, call to ensure availability (617) 796-1220.**

All bids must be accompanied by a bid deposit in an amount that is not less than five percent (5%) of the value of the bid, including all add alternates. Bid deposits, payable to the City of Newton, shall be either in the form of a bid bond, cash, certified check, or a treasurer's or cashier's check issued by, a responsible bank or trust company. Award will be made to the lowest responsive and eligible bidder for the Base Bid and any accepted alternates. **Bids must be submitted as ONE original and ONE copy.**

All bids are subject to the provisions of M.G.L. Chapter 30, Section 39M. **Wages are subject** to minimum wage rates determined by the Massachusetts Department of Labor and Industries pursuant to M.G.L. Chapter 149, Sec. 26 to 27H. The schedule of wage rates applicable to this contract is included in the bidding documents. In addition, the prevailing wage schedule will be updated annually for all public construction projects lasting longer than one (1) year. You will be required to pay the rates set out in any updated prevailing wage schedule. Increases in prevailing wage schedules will not be the basis for change order requests. The successful bidder will be required to provide a Certificate of Insurance demonstrating current coverage of the type and amounts set forth in the Project Manual. The successful bidder will be required to furnish a **Performance Bond and Labor and Materials Payment Bond in the amount of 50%** of the contract total.

If you download bids from the internet site, [www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids) and would like to make it known that your company has done so, you may e-mail [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or fax the Purchasing dept. (617) 796-1227 with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City of Newton's Purchasing Dept. converted to an email notification system of all upcoming public bids effective July 1, 2009. If you wish to receive notification of bids, please email us your company information to [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov), otherwise you may view all City of Newton public bids online at [www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids).

The City of Newton will reject any and all bids when required to do so by the above referenced General Laws. In addition, the City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids, in whole or in part, if it be in the public interest to do so.

CITY OF NEWTON

Re Cappoli  
Chief Procurement Officer  
February 4, 2010

**CITY OF NEWTON  
DEPARTMENT OF PURCHASING  
INSTRUCTIONS TO BIDDERS**

**ARTICLE 1 - BIDDER'S REPRESENTATION**

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
  2. The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.
- 1.2 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted.

**ARTICLE 2 - REQUEST FOR INTERPRETATION**

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227. The City will answer such requests if received seven (7) calendar days before the date for receipt of the bids.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral instruction.
- 2.3 Addenda will be faxed or mailed First Class postage by the USPS, to every individual or firm on record as having taken a set of Contract Documents.
- 2.4 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at [www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids).
- 2.5 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes themselves known to the Purchasing Dept., at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227, they shall be placed on the bidder's list. Bidders must provide the Purchasing Dept. with their company's name, street address, city, state, zip, phone, fax and **INVITATION FOR BID NUMBER #10-38**

**ARTICLE 3 - MBE PARTICIPATION**

- 3.1 By bidding on this project each Bidder certifies its intent to comply with the City of Newton Minority/Women Business Enterprise Plan dated December 1999 to further expand business opportunities for minority firms. A copy of this plan is incorporated in the Project Manual.
- 3.2 Bidders are advised that the City of Newton Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program is applicable to all construction contracts in excess of \$50,000.00. A copy of this program is incorporated in the Project Manual. A Contractor's Certification form must be signed by all successful low bidders prior as a condition of contract award. No contract shall be executed or valid unless the contractor has executed and submitted the Contractor's Certification. (see Attachment B to the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program.)
- 3.3 The awarded bidder shall, prior to the award of any sub-contract, obtain from each of its sub-contractors the Sub-Contractors Certification certifying the Sub-Contractor shall comply with the minority manpower ratio and specific affirmative action steps described in the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program contained in the Project Manual. (see Attachment C to the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program.)

## ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City of Newton and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid.
- Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.
- 4.5 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:
- \* GENERAL BID FOR:
  - \* NAME OF PROJECT AND INVITATION NUMBER
  - \* BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.6 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.7 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder.
- 4.8 Bids shall be submitted with **one original and one copy**.
- 4.9 All contractors are hereby notified of the TRENCH PERMIT pursuant to G.L. c.82A, section 1 and 520 CMR 7.00 et seq (as amended). Please reference ATTACHMENT - A TRENCH PERMIT (pages 37-44).**
- 4.10 The use of a company or brand name, except with software, in the specifications is intended solely for the purpose of describing a standard of quality, functional features and performance standards required and is not intended to limit or restrict competition. The bidder offering a product which they deem equal to the brand and model specified in the solicitation provided that the brand name specified is not followed by the words "no substitutions", **shall indicate so on the bid form and Minimum Requirements – Exception form** and submit with their bid the manufacturers specifications/descriptive literature for the product they are offering. **Failure to submit manufacturers specifications/descriptive literature with bids may be cause for bid rejection.**
- "Equality" - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, at time of bid, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.
- 4.11 Be advised that a new Massachusetts law has been enacted that required all employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004, which will become effective July 1, 2006.
1. This requirement will apply to any general bid or sub bid submitted on or after July 1, 2006 and to any contract awarded on or after July 1, 2006.
  2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
  3. The contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement. Non-compliance with this new Massachusetts Law will disqualify you from bidding on public contracts.

## ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge Alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that Alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each Alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

## ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids shall be withdrawn for sixty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

## ARTICLE 7 - CONTRACT AWARD

- 7.1 The City of Newton will award the contract to the lowest eligible and responsible Bidder within sixty days, Saturdays, Sundays, and legal holidays excluded after the opening of bids.
- 7.2 The City of Newton reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 As used herein, the term "lowest responsible and eligible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.4 It is the purpose of the City not to award this contract to any bidder who does not furnish evidence satisfactory to the Chief Procurement Officer that he has the ability and experience in this class of work and that he has sufficient capital and plant to enable him to prosecute the same successfully and to complete it within the specified time and that he will complete it in accordance with the terms thereof.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a Contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

## ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

**END OF SECTION**

**CITY OF NEWTON**  
**DEPARTMENT OF PURCHASING**  
**BID FORM #10-38**

**NPS - Poles & Anchors (Outdoor Adventure Education Challenge Courses)**

- A. The undersigned proposes to furnish all labor and materials required in accordance with the Contract Documents supplied by the City of Newton entitled:

**SUPPLY & INSTALLATION OF POLES AND ANCHORS - VARIOUS SCHOOLS**

for the contract price specified below, subject to additions and deduction according to the terms of the specifications.

- B. This bid includes addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

- C. The proposed contract price is:

**BASE BID** \_\_\_\_\_ **dollars(\$** \_\_\_\_\_ **)**

**ALTERNATE #1** \_\_\_\_\_ **dollars(\$** \_\_\_\_\_ **)**  
(Newton South High School - 3 pc- 55' ANSI Class II poles for the Helix Climbing Tower)

COMPANY: \_\_\_\_\_

- D. The undersigned has completed and submits herewith the following documents:

- ☐ Bid Form - signed, 2 pages
- ☐ Bid Item Sheets, 4 pages
- ☐ Bidder's Qualification Form and References, 2 pages
- ☐ A five percent (5%) bid deposit/bid guarantee.

- E. The undersigned agrees that, if s/he is selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of M.G.L. Chapter 30, s 39M.

The undersigned certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration ("OSHA") that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States OSHA that is at least 10 hours in duration. The undersigned understands that any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date \_\_\_\_\_

\_\_\_\_\_  
(Name of General Bidder)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name and Title of Signatory)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Telephone / Fax)

\_\_\_\_\_  
(E-mail address)

**NOTE:** If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

**END OF SECTION**



The Contractor shall insert prices for each item in ink and is to show a total Base bid price and Alternate – 1 price. In the event there is an error in the bidders total bid price, the corrected total bid obtained by the summation of the products of the unit prices multiplied by the respective quantities shall stand as the bidder's total bid price.

The Contractor is advised to review any related plans, conduct a full site review (if applicable), and read all the provisions in the document before inserting prices.

**No supplies or materials can be delivered to the specific designated school location prior to 24 hours of the start of the pole installation.**

ITEM DESCRIPTION & BID PRICE	UNIT COST	QTY	TOTAL COST
<b>ITEM: 1- BIGELOW MIDDLE SCHOOL</b>  SUPPLY, DELIVER, CUT, AND INSTALL 45-Foot ANSI Class III Copper Azole treated pole. <b>This pole will be cut into ONE (1) 20' pole and TWO (2) 12' 6" poles.</b>	\$ _____	<b>1</b>	\$ _____
<b>ITEM: 2- BIGELOW MIDDLE SCHOOL</b>  SUPPLY, DELIVER, CUT, AND INSTALL 35-Foot ANSI Class III Copper Azole treated pole. <b>This pole will be cut into TWO (2) 17' 6" poles and THREE (3) 11' 6" poles.</b>	\$ _____	<b>2</b>	\$ _____
<b>ITEM: 3- BIGELOW MIDDLE SCHOOL</b>  SUPPLY, DELIVER, CUT, AND INSTALL 30-Foot ANSI Class III Copper Azole treated pole. <b>This pole will be cut into ONE (1) 17' 6" pole and ONE (1) 11' 6" pole.</b>	\$ _____	<b>1</b>	\$ _____
<b>ITEM: 4- BIGELOW MIDDLE SCHOOL</b>  SUPPLY, DELIVER AND INSTALL 30-Foot ANSI Class V Copper Azole treated pole. <b>This pole will NOT be cut or set</b>	\$ _____	<b>1</b>	\$ _____
<b>ITEM: 5- BIGELOW MIDDLE SCHOOL</b>  SUPPLY AND INSTALL <b>helix style screw-in ground anchors</b>	\$ _____	<b>12</b>	\$ _____
<b>ITEM: 6 - BROWN MIDDLE SCHOOL</b>  SUPPLY, DELIVER, CUT, AND INSTALL 45-Foot ANSI Class III Copper Azole treated pole. <b>This pole will be cut into ONE (1) 20' pole and TWO (2) 12' 6" poles.</b>	\$ _____	<b>1</b>	\$ _____
<b>ITEM: 7 - BROWN MIDDLE SCHOOL</b>  SUPPLY, DELIVER, CUT, AND INSTALL 35-Foot ANSI Class III Copper Azole treated pole. <b>This pole will be cut into TWO (2) 17' 6" poles and THREE (3) 11' 6" poles.</b>	\$ _____	<b>2</b>	\$ _____

<b>ITEM: 8 - BROWN MIDDLE SCHOOL</b>  SUPPLY, DELIVER, CUT, AND INSTALL 30-Foot ANSI Class III Copper Azole treated pole. This pole will be cut into ONE (1) 17' 6" pole and ONE (1) 11' 6" pole.	\$ _____	1	\$ _____
<b>ITEM: 9 - BROWN MIDDLE SCHOOL</b>  SUPPLY, DELIVER AND INSTALL 30-Foot ANSI Class V Copper Azole treated pole. <b>This pole will NOT be cut or set</b>	\$ _____	1	\$ _____
<b>ITEM: 10- BROWN MIDDLE SCHOOL</b>  SUPPLY AND INSTALL <b>helix style screw-in ground anchors</b>	\$ _____	12	\$ _____
<b>ITEM: 11 - DAY MIDDLE SCHOOL</b>  SUPPLY, DELIVER, CUT, AND INSTALL 45-Foot ANSI Class III Copper Azole treated pole. This pole will be cut into ONE (1) 20' pole and TWO (2) 12' 6" poles.	\$ _____	1	\$ _____
<b>ITEM: 12 - DAY MIDDLE SCHOOL</b>  SUPPLY, DELIVER, CUT, AND INSTALL 35-Foot ANSI Class III Copper Azole treated pole. This pole will be cut into TWO (2) 17' 6" poles and THREE (3) 11' 6" poles.	\$ _____	2	\$ _____
<b>ITEM: 13 - DAY MIDDLE SCHOOL</b>  SUPPLY, DELIVER, CUT, AND INSTALL 30-Foot ANSI Class III Copper Azole treated pole. This pole will be cut into ONE (1) 17' 6" pole and ONE (1) 11' 6" pole.	\$ _____	1	\$ _____
<b>ITEM: 14 - DAY MIDDLE SCHOOL</b>  SUPPLY, DELIVER AND INSTALL 30-Foot ANSI Class V Copper Azole treated pole. <b>This pole will NOT be cut or set</b>	\$ _____	1	\$ _____
<b>ITEM: 15- DAY MIDDLE SCHOOL</b>  SUPPLY AND INSTALL <b>helix style screw-in ground anchor</b>	\$ _____	12	\$ _____
<b>ITEM: 16 - OAK HILL MIDDLE SCHOOL</b>  SUPPLY, DELIVER, CUT, AND INSTALL 45-Foot ANSI Class III Copper Azole treated pole. This pole will be cut into ONE (1) 20' pole and TWO (2) 12' 6" poles.	\$ _____	1	\$ _____
<b>ITEM: 17 - OAK HILL MIDDLE SCHOOL</b>  SUPPLY, DELIVER, CUT, AND INSTALL 35-Foot ANSI Class III Copper Azole treated pole. This pole will be cut into TWO (2) 17' 6" poles and THREE (3) 11' 6" poles.	\$ _____	2	\$ _____

<b>ITEM: 18 - OAK HILL MIDDLE SCHOOL</b>			
SUPPLY, DELIVER, CUT, AND INSTALL 30-Foot ANSI Class III Copper Azole treated pole. <b>This pole will be cut into ONE (1) 17' 6" pole and ONE (1) 11' 6" pole.</b>	\$ _____	<b>1</b>	\$ _____
<b>ITEM: 19 - OAK HILL MIDDLE SCHOOL</b>			
SUPPLY, DELIVER AND INSTALL 30-Foot ANSI Class V Copper Azole treated pole. <b>This pole will NOT be cut or set</b>	\$ _____	<b>1</b>	\$ _____
<b>ITEM: 20- OAKHILL MIDDLE SCHOOL</b>			
SUPPLY AND INSTALL <b>helix style screw-in ground anchors</b>	\$ _____	<b>12</b>	\$ _____
<b>ITEM: 21 - NEWTON SOUTH HIGH SCHOOL</b>			
SUPPLY, DELIVER AND INSTALL 55-Foot ANSI Class II Copper Azole treated pole. <b>(These poles will be set, NOT cut)</b>	\$ _____	<b>3</b>	\$ _____
<b>ITEM: 22 – NEWTON SOUTH HIGH SCHOOL</b>			
SUPPLY, DELIVER AND INSTALL 50-Foot ANSI Class II Copper Azole treated pole. <b>(These poles will be set, NOT cut)</b>	\$ _____	<b>6</b>	\$ _____
<b>ITEM: 23 – NEWTON SOUTH HIGH SCHOOL</b>			
SUPPLY, DELIVER, CUT, AND INSTALL 35-Foot ANSI Class III Copper Azole treated pole. <b>These poles will be cut:</b> #1 Pole = ONE (1) 20' and ONE (1) 12' 6" pole. #2 Pole = ONE (1) 20' and ONE (1) 12' 6" pole. #3 Pole = THREE (3) 11' 6" #4 Pole = TWO (2) 17' 6" #5 Pole = ONE (1) 35' <b>(not cut)</b> #6 Pole = ONE (1) 35' <b>Supply only - no cut, not set</b>	\$ _____	<b>6</b>	\$ _____
<b>ITEM: 24 - NEWTON SOUTH HIGH SCHOOL</b>			
SUPPLY, DELIVER, CUT, AND INSTALL 30-Foot ANSI Class III Copper Azole treated pole. <b>This pole will be cut into ONE (1) 17' 6" pole and ONE (1) 11' 6" pole.</b>	\$ _____	<b>1</b>	\$ _____
<b>ITEM: 25 - NEWTON SOUTH HIGH SCHOOL</b>			
SUPPLY, DELIVER AND INSTALL 30-Foot ANSI Class V Copper Azole treated pole. <b>This pole will NOT be cut or set</b>	\$ _____	<b>1</b>	\$ _____
<b>ITEM: 26- NEWTON SOUTH HIGH SCHOOL</b>			
SUPPLY AND INSTALL <b>helix style screw-in ground anchors</b>	\$ _____	<b>30</b>	\$ _____

**BASE BID TOTAL: \$ \_\_\_\_\_**

## ALTERNATE #1

ITEM: <b>A-1 - NEWTON SOUTH HIGH SCHOOL</b> Supply and install 55 foot ANSI Class II Copper Azole treated poles per site plan. <b>These poles will NOT be cut</b>	\$ _____	<b>3</b>	\$ _____
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**ALTERNATE #1 TOTAL: \$ \_\_\_\_\_**

*Pricing for the BASE BID and ALTERNATE #1 must be recorded in paragraph "C" of the BID FORM.*

**COMPANY:** \_\_\_\_\_

**Bidders must provide a unit and total price for ALL line items. Any bidder not providing a unit and total price for each line item may be deemed unresponsive. Award will be made to the bidder deemed responsible and responsive with the lowest bid for the base bid and any add alternate.**

**END OF SECTION**

## CITY OF NEWTON

### BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: \_\_\_\_\_
2. WHEN ORGANIZED: \_\_\_\_\_
3. INCORPORATED? \_\_\_\_ YES \_\_\_\_ NO DATE AND STATE OF INCORPORATION: \_\_\_\_\_
- \* 4. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 5. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?  
\_\_\_\_ YES \_\_\_\_ NO  
IF YES, WHERE AND WHY?  
\_\_\_\_\_  
\_\_\_\_\_
- \* 6. HAVE YOU EVER DEFAULTED ON A CONTRACT? \_\_\_\_ YES \_\_\_\_ NO  
IF YES, PROVIDE DETAILS.  
\_\_\_\_\_  
\_\_\_\_\_
- \* 7. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 8. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.  
  
PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_ YES \_\_\_\_ NO

TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_)\_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)  
\_\_\_\_\_

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_)\_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)  
\_\_\_\_\_

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_)\_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)  
\_\_\_\_\_

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_)\_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)  
\_\_\_\_\_

9. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: \_\_\_\_\_ BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**END OF SECTION**

## CONTRACT FORMS

The awarded bidder will be required to complete and submit the following documents in order to execute a contract pursuant to this bid.

The forms are provided for informational purposes only.

**None of the following forms are required at the time of bid submittal.**

# CITY-CONTRACTOR AGREEMENT

## CONTRACT NO. C-

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Ten by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the consideration hereinafter set forth agree as follows:

**ARTICLE 1. STATEMENT OF WORK.** The Contractor shall furnish all labor, materials, and equipment and perform all work required in strict accordance with the Contract Documents for the following project:

### **SUPPLY AND INSTALLATION OF POLES AND ANCHORS AT VARIOUS SCHOOLS FOR OUTDOOR ADVENTURE EDUCATION CHALLENGE COURSES**

**ARTICLE 2. TIME OF COMPLETION.** The Contractor shall commence work under this Contract on the date specified in the written notice of the City to proceed and shall fully complete all work hereunder within the time specified in the Summary of Work and Specific Work Requirements of the Project Manual (**not later than April 15, 2010**). Time is of the essence with regard to this contract. Failure to complete within the time specified shall be subject to the assessment of liquidated damages in accordance with the provisions contained in the Project Manual.

**ARTICLE 3. THE CONTRACT PRICE.** The City shall pay the Contractor for the full and satisfactory performance of the Contract a sum not to exceed:

( \$ \_\_\_\_\_ )

**ARTICLE 4. CONTRACT DOCUMENTS.** The Contract Documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Invitation to Bid #10-38 issued by the Purchasing Department;
- c. The Project Manual for **Supply & Installation of Poles and Anchors at Various Schools for Outdoor Adventure Education Challenge Courses** including the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;
- d. Addenda Number(s) \_\_\_\_\_ ;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.



This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

**ARTICLE 5. ALTERNATES.** The following Alternates have been accepted and their costs are included in the Contract Price stated in Article 3 of this Agreement:

Alternate: \_\_\_\_\_

**ARTICLE 6. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

**CONTRACTOR**

**CITY OF NEWTON**

By \_\_\_\_\_

By \_\_\_\_\_

*Chief Procurement Officer*

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

*Affix Corporate Seal Here*

By \_\_\_\_\_

*School Committee*

Date \_\_\_\_\_

City funds in the amount of \$ \_\_\_\_\_  
Are available in account number  
**18SX09999 - 58521**

Approved as to Legal Form and  
Character

By \_\_\_\_\_

*Associate City Solicitor*

Date \_\_\_\_\_

I further certify that the Mayor is  
authorized to execute contracts and  
approve change orders

By \_\_\_\_\_

*Comptroller of Accounts*

**CONTRACT AND BONDS APPROVED**

Date \_\_\_\_\_

By \_\_\_\_\_

*Setti D. Warren, Mayor*

Date \_\_\_\_\_

## CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of \_\_\_\_\_  
(insert full name of Corporation)
2. corporation, and that \_\_\_\_\_  
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected \_\_\_\_\_  
(insert the title of the officer in line 2)
4. of said corporation, and that on \_\_\_\_\_  
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. \_\_\_\_\_ the \_\_\_\_\_  
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: \_\_\_\_\_ *AFFIX CORPORATE  
SEAL HERE*  
(Signature of **Clerk or Secretary**)\*
7. Name: \_\_\_\_\_  
(Please print or type name in line 6)\*
8. Date: \_\_\_\_\_  
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

\* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

## ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.\*

\_\_\_\_\_  
\*\*Signature of Individual  
or Corporate Contractor (Mandatory)

\_\_\_\_\_  
\*\*\* Contractor's Social Security Number  
(Voluntary) or Federal Identification Number

By: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if applicable)

Date: \_\_\_\_\_

\* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

\*\* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

\*\*\* Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.

## CITY OF NEWTON, MASSACHUSETTS

### PERFORMANCE BOND

Know All Men By These Presents:

That we, \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of \_\_\_\_\_, 2010 for the construction of \_\_\_\_\_ in Newton, Massachusetts.  
(Project Title)

Now, the condition of this obligation is such that if the PRINCIPAL and all Sub-contractors under said contract shall well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said contract on its part to be kept and performed during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the SURETY, and during the life and any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise, it shall remain in full force, virtue and effect.

In the event, that the contract is abandoned by the PRINCIPAL, or in the event that the Obligee terminates the employment of the PRINCIPAL or the authority of the PRINCIPAL to continue the work said SURETY hereby further agrees that said SURETY shall, if requested in writing by the Obligee, take such action as is necessary to complete said contract.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2010.

PRINCIPAL

SURETY

\_\_\_\_\_  
BY \_\_\_\_\_

\_\_\_\_\_  
BY \_\_\_\_\_

(SEAL)

(ATTORNEY-IN-FACT) (SEAL)

\_\_\_\_\_  
(Title)

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

## CITY OF NEWTON, MASSACHUSETTS

### PAYMENT BOND

Know All Men By These Presents:

That we, \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of \_\_\_\_\_, 2010 for the construction of \_\_\_\_\_ in Newton, Massachusetts.  
(Project Title)

Now, the conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c. 30, sec. 39A, and M.G.L. c. 149 sec. 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force, virtue and effect.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this \_\_\_\_day of\_\_\_\_, 2010.

PRINCIPAL

SURETY

\_\_\_\_\_

\_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

(SEAL)

(ATTORNEY-IN-FACT) (SEAL)

\_\_\_\_\_

(Title)

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

## **GENERAL CONDITIONS OF THE CONTRACT FOR NON-TECHNICAL SERVICES**

The City of Newton, herein referred to as the City, does hereby establish the following General Conditions, applicable to this Invitation for Bids and any subsequent purchase order, work order, or contract resulting therefrom.

### **1.0 SCOPE OF SERVICES**

- 1.1 The Contractor agrees to furnish all labor, materials, equipment and insurance necessary to perform and fully complete, in every respect, within the time frame herein specified, all work (hereinafter referred as the Services) described in the Project Manual.
- 1.2 The Contractor shall not make any changes in the scope of Services without the prior written consent of the City. The Contractor shall make reasonable revisions or corrections, within the scope of Services, to any work performed until submitted in a form acceptable to the City.
- 1.3 The City reserves the right to alter, add to or reduce the Services by delivering to the Contractor written notice specifying the nature and extent of such alteration, addition or reduction. Such notice shall be effective upon the later of actual receipt by the Contractor or upon the date given in such notice. No addition to the Services shall be made unless the City and the Contractor have agreed to such increase in writing.

### **2.0 CONTRACT TERM**

- 2.1 The obligations of the Contractor identified herein shall commence upon execution of the City-Contractor Agreement and shall continue in full force and effect for the duration of the contract term as identified in the Project Manual. The contractor shall commence the performance of services under this contract promptly upon receipt of the City's Notice to Proceed in accordance with the provisions identified in the Project Manual.
- 2.2 In the event the term of this contract exceeds a period of one year and notwithstanding any provision to the contrary herein, the City shall cancel this contract in the event that funds are not appropriated or otherwise made available to support continuation of performance by the Contractor in any fiscal year succeeding the first year.

### **3.0 EXECUTION**

- 3.1 All work required hereunder shall be performed as promptly as possible, and in any event within the time herein set forth, and such work shall be subject to approval and acceptance by the City, but such approval and acceptance shall not relieve the Contractor from the obligation to correct any incomplete, inaccurate or defective work, all of which shall be promptly remedied by the Contractor on demand, without cost to the City. The Contractor shall obtain all the required licenses and permits for the work herein described.
- 3.2 The Contractor shall conform to all determinations and directions of the City concerning the Contractor's delivery of services in the event of inclement weather, equipment failure, picket lines on City property, or labor strikes by the contractor's employees.

### **4.0 COMPENSATION**

- 4.1 The City shall pay the Contractor for services rendered under this contract in accordance with the amount(s) set forth in the Contractor's General Bid Form and pursuant to the provisions contained in the Project Manual.
- 4.2 Notwithstanding anything to the contrary contained in the Contract, the City may withhold any payment to the Contractor hereunder if and for so long as the Contractor fails to perform any of its obligations hereunder or otherwise is in default under this Contract including, without limitation, any failure to perform Services in full accordance with the amount sufficient in the reasonable opinion of the City to cure any such default or failure of performance by the Contractor.
- 4.3 In no event shall the City be required to pay any amounts for work deemed by it to be unacceptable, or which are otherwise disputed. In the event the City disputes any such amounts invoiced, it shall pay all amounts not in dispute and notify the Contractor in writing of the amounts disputed and the reasons therefor.

- 4.4 No payment made shall constitute or be construed as final acceptance or approval of that part of the Services to which payment relates, or relieve the Contractor of any of its obligations outlined in this Contract. Further, the City shall not be deemed, by virtue of making payments to the Contractor hereunder, to have released the Contractor from any claim or liability, or to have waived any action arising out of the breach of this Contract by the Contractor.

## 5.0 REPORTS AND DRAWINGS

When the Contractor has been paid for the Services performed by him or her, all reports, drawings, and other material furnished to the City shall become the City's property and may be used by the City (or such parties as the City may designate) thereafter in such manner and for such purposes as the City (or such parties as the City may designate) may deem advisable, without further employment of or additional compensation to the Contractor. The Contractor shall not release or disclose any report, drawing, or other material furnished to the Contractor by the City in connection with the performance of the Contractor's Services

## 6.0 CONTRACTOR'S ACCOUNTING RECORDS

The Contractor shall keep records pertaining to Services performed (including complete and detailed time records) on the basis of recognized bookkeeping practices, generally accepted accounting principles, and in accordance with such reasonable requirements to facilitate audit as the City may provide. All records shall be available to the City or its authorized representatives for review and audit during normal business hours.

## 7.0 ASSIGNMENT/SUBCONTRACTING

The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.

## 8.0 REMEDY FOR DEFAULT

If the Contractor, in the sole judgment of the City, shall violate or fail properly to comply with or perform in any material respect any condition, provision, or warranty hereof, the City shall have the right by prior written notice to the Contractor to have the services called for hereby otherwise performed, and/or to terminate this contract without prejudice to any other rights or remedies of the City under this contract. The Contractor shall pay any excess in the City's cost to so procure the services and any related goods, supplies, materials or equipment. In addition, and without limiting any other remedies available to the City, the Contractor shall be liable for all losses, costs and expenses incurred by the City which result from the Contractor's noncompliance.

## 9.0 SUSPENSION OR TERMINATION

- 9.1 The City shall have the right, upon seven (7) days written notice to the Contractor so stating, to terminate, suspend, or postpone this contract in whole or in part for any reason deemed by the City to be in the public interest. Any such termination, suspension, or postponement shall not give rise to any cause of action for damages against the City. In the event that the City postpones or suspends the Services, the Contractor's time for performance of the Services shall be extended for a period equal to the period of such postponement or suspension. In the event of termination, suspension or postponement, the City shall pay: (a) for services and any related goods, supplies, materials and equipment furnished up to the time of termination, suspension, or postponement at the contract price upon delivery; (b) for work in process in the amount of the Contractor's cost, determined in accordance with ordinary accepted accounting practices, up to the time of termination, suspension, or postponement; and (c) for raw materials purchased by the Contractor as of the date of termination, suspension, or postponement and which are noncancelable at the Contractor's actual cost plus reasonable handling charges, but only to the extent that such raw materials were purchased in reliance upon this contract and are useful solely with respect to this contract.
- 9.2 Upon receipt of a notice of termination, suspension, or postponement the Contractor shall immediately cease all work hereunder and cancel all orders placed with respect to this contract. The Contractor's failure to so cancel shall relieve the City of the obligations of paragraph 10.1 above.
- 9.3 The City may postpone, suspend or terminate the Services immediately, by notice, hand delivery or certified mail, if the Contractor violates any of the provisions of this Contract, or fails to perform or observe any of the terms, covenants or conditions of this Contract, or abandons in whole or in part its Services, or becomes unable to perform its Services.

9.4 In the event of termination of this Contract, the Contractor shall promptly deliver to the City all documents, work papers, calculations, computer programs, data, drawings, plans, and other tangible work product, or materials pertaining to the Services performed under this Contract to the time of termination.

#### 10.0 NOTICE

Any action, notice or request required to be taken, given or made by City or the Contractor hereunder may be taken, given or made only by those persons identified for that purpose on the Contract Form. All notices required to be given hereunder shall be deemed properly given if personally delivered, or if mailed by registered or certified mail, postage prepaid addressed to the address and officer identified on the Contract Form.

#### 11.0 PROTECTION OF PROPERTY

The Contractor shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall restore to substantially the same condition existing prior to the Contractor's entry any disturbance or damage to property caused by the Contractor or any person acting under its control.

#### 12.0 INSURANCE REQUIREMENTS

12.1 The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

##### WORKER'S COMPENSATION

Worker's Compensation:	Per M.G.L. c.. 149, s. 34 and c.. 152 as amended.
------------------------	---

##### COMMERCIAL GENERAL LIABILITY

Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage	\$500,000 each occurrence \$1,000,000 aggregate

##### VEHICLE LIABILITY

Personal Injury	\$500,000 each person \$1,000,000 aggregate
Property Damage	\$300,000

12.2 The City shall be named as additional insureds on the Contractor's Liability Policies.

12.3 The Contractor shall not commence the work until proof of compliance with this Section 13.0 has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force.

12.4 The Contractor shall file the original and one certified copy of all policies with the City within fifteen (15) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.

12.5 Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.



### 13.0 CONFLICT OF INTEREST

No member, agent or employee of the City shall , during his/her tenure or one year thereafter directly or indirectly, have any interest in any property to be included in, or any contract for property, materials or services to be furnished or used in connection with, this contract or the proceeds thereof.

### 14.0 COMPLIANCE WITH LAWS

All work to be performed and wages paid under this specification shall be in accordance with all applicable laws, state or federal, and all applicable ordinances, codes, rules, and regulations of the City of Newton, or any public board or office having any jurisdiction, regulation or control over any work to be done hereunder, including minimum wage rates. In particular, without limitation, the Contractor agrees to comply with all regulations pertaining to approvals for federal and state grants, and with all federal and state environmental laws and regulations. The Contractor agrees to assist in making any submissions to federal or state agencies as may be required in order to meet the requirements in this paragraph.

### 15.0 INDEMNIFICATION

The Contractor agrees to indemnify and save the City harmless from and against any and all costs, losses, expenses, liabilities, damages or claims for damages, including reasonable attorney's fees and expenses, on account of any injury or damage to buildings, improvements, or property of the City or on account of any injury (including death) or damage to any person, persons, firm, corporation or association, or on account of any infringement or claim of infringement of patents, arising out of or resulting from the deliveries provided for or performed under this contract or from any act, omission or negligence of the contractor, his agents, employees, or assigns. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the contractor under contract.

### 16.0 FORCE MAJEURE

The City may not hold the Contractor liable for any loss, expense or damage incurred by the City on account of failure of the Contractor to deliver services as specified herein, if that failure is caused by state of war, acts of enemies, expropriation or confiscation of facilities used by the Contractor, or compliance with any law, order, or regulation of any federal, state or municipal governmental authority, if the Contractor shall show that such compliance would impair this ability to perform a material provision of this contract, the Contractor having given the City reasonable notice of such cause.

### 17.0 DISPUTES

All claims, disputes and other matters in question between the City and the Contractor arising out of or relating to this Contract or the breach of it, shall be submitted for resolution to a court of competent jurisdiction in Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Contract or the earlier termination of this Contract as provided herein, the parties agreeing to negotiate any claims, disputes or other matters in question during the term of this Contract before resorting to litigation. As to all acts or failures to act by either party to this Contract, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events when the other party becomes aware or should have been aware of such acts or failure to act.

### 18.0 GOVERNING LAW

This contract shall be governed by and construed in accordance with Massachusetts Law.

### 19.0 LIABILITY

The Contractor is retained solely for the purpose of and to the extent set forth in this Contract. The Contractor's relationship to the City for the purpose of services to be performed under this Contract shall be that of an independent contractor. The Contractor shall have no capacity or authority to involve the City in any contract or to incur any liability on behalf of the City. In no event shall the City be held liable as an employer or otherwise for any personal injury to or death of the Contractor's principals, employees, agents and/or representatives occasioned by or resulting from the Contractor's performance under this Contract.

## 20.0 LIENS

The Contractor shall cause to be removed from the property of the City any liens or other claims asserted by any person or entity claiming through or under the Contractor and arising out of Services performed under this Contract by such third party.

## 21.0 SEVERABILITY

In the event that any portion of this Contract is held illegal or unenforceable by a court of competent jurisdiction, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Contract and Contractor and the City agree to substitute for the invalid provision a valid provision which most closely approximates the economics and intent of the invalid provision.

**END OF SECTION**

## **Attachment B**

### **CITY OF NEWTON**

#### **Contractors Certification**

A Contractor will not be eligible for award of a contract, unless such contractor has submitted the following certification, which is deemed a part of the resulting contract.

#### CONTRACTOR'S CERTIFICATION

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_ Certifies that:

it tends to use the following listed construction trades in the work under the contract

\_\_\_\_\_ and

2. will comply with the minority manpower ration and specific affirmative action steps contained herein; and
3. will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions

\_\_\_\_\_  
(Signature of authorized representative of Contractor)

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from Time to Time. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.

## Attachment C

### CITY OF NEWTON

#### Subcontractor's Certification

Prior to the award of any subcontract , regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor the following certification, which will be deemed a part of the resulting subcontractor.

#### SUBCONTRACTOR'S CERTIFICATION

\_\_\_\_\_  
Contractor's Name Certifies that:

it tends to use the following listed construction trades in the work under the contract

\_\_\_\_\_ and

will comply with the minority manpower ration and specific affirmative action steps contained herein; and

will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
(Signature of authorized representative of Contractor)

In order to ensure that the said subcontractor's certification becomes part of all subcontracts under the prime contract, no subcontract shall be executed until an authorizee representative of the Administrative Agency administering this project has determined in writing, that the said certification has been incorporated in such subcontract, regardless of tier, Any subcontract executed without such written approval shall be void.

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from Time to Time. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.

## **CITY OF NEWTON**

### **WAGE RATE REQUIREMENTS**

#### **1. GENERAL**

- A.** This section summarizes the requirements for the payment of wages to laborers and mechanics employed under the Contract.
- B.** Other duties and requirements of law which may not be specified in this section apply and are inherently part of the Contract.

#### **2. WAGE RATES**

- A.** The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Commissioner of Labor and Industries. The schedule of prevailing wage rates will be updated annually for all public construction projects lasting longer than one (1) year. The contractor shall pay the prevailing wage rate set out in the applicable prevailing wage rate schedule. Increases in prevailing wage rates shall not be the basis for a change order.
- B.** Keep posted on the site a legible copy of said schedule. Keep on file the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Administrator, or the Architect.
- C.** Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.
- D.** Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by M.G.L. c 149, Sec. 34B, as amended. Such police officers shall be covered by Workmen's Compensation Insurance and Employers Liability Insurance by the Contractor.
- E.** The Contractor and all subcontractors shall, on a weekly basis throughout the term of the contract, provide to the City of Newton certified payroll affidavits verifying compliance with M.G.L. c.149, Sec. 27, 27A and 27B.
- F.** The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the Owner on the form found elsewhere in this section.
- G.** The Contractor shall maintain accurate and complete records, including payroll records, during the Contract term and for three years thereafter. Filings made by the Contractor pursuant to Clauses 47, 48 and 49 of the General Conditions shall be deemed to constitute compliance with State filing requirements under the Massachusetts Prevailing Wage Law.

**END OF SECTION**

## **The Massachusetts Prevailing Wage Law M.G.L. ch. 149, §§ 26 – 27**

### **NOTICE TO AWARDING AUTHORITIES**

- 'The enclosed wage schedule applies only to the specific project listed at the top and will be updated for any public construction project lasting longer than one (1) year.
- 'You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- 'The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- 'Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

### **NOTICE TO CONTRACTORS**

- The enclosed wage schedule, and any updated schedule, must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- The enclosed wage schedule applies to all phases of the project including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprentice Training in order to be paid at the reduced apprentice rates. If a worker is not registered with the Division of Apprentice Training, they must be paid the “total rate” listed on the wage schedule regardless of experience or skill level. For further information, please call (617) 727-3486 or write to the Division of Apprentice Training, 399 Washington Street, 4th Floor, Boston, MA 02108

## WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor or public body shall furnish to the Department of Labor & Workforce Development/Division of Occupational Safety within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

### STATEMENT OF COMPLIANCE

I, \_\_\_\_\_, \_\_\_\_\_, 201\_\_\_\_\_  
(Name of signatory party) (Title)  
do hereby state:  
That I pay or supervise the payment of the persons employed by  
\_\_\_\_\_ on the \_\_\_\_\_  
(Contractor, subcontractor or public body) (Building or project)  
and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on  
said project have been paid in accordance with wages determined under the provisions  
of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the  
General Laws.

Signature \_\_\_\_\_

Title \_\_\_\_\_

DIVISION OF OCCUPATIONAL SAFETY, 399 WASHINGTON STREET, 5<sup>TH</sup> FL., BOSTON, MA. 02108



THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DIVISION OF OCCUPATIONAL SAFETY



GEORGE NOEL  
Director of Labor

LAURA M. MARLIN  
Commissioner of Division of Occupational Safety

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

Awarding Authority: City of Newton

Contract Number: 10-38

City/Town: NEWTON

Description of Work: Newton Public Schools - Challenge Course Pole Installation Requirements Work

Job Location: Various Locations

Classification	Effective Dates and Total Rates					
<b>Construction</b>						
(2 AXLE) DRIVER - EQUIPMENT	12/01/2009	\$44,330	06/01/2010	\$44,930	12/01/2010	\$45,530
	06/01/2011	\$46,280	12/01/2011	\$46,940	06/01/2012	\$47,590
	12/01/2012	\$48,620				
(3 AXLE) DRIVER - EQUIPMENT	12/01/2009	\$44,400	06/01/2010	\$45,000	12/01/2010	\$45,600
	06/01/2011	\$46,350	12/01/2011	\$47,010	06/01/2012	\$47,660
	12/01/2012	\$48,690				
(4 & 5 AXLE) DRIVER - EQUIPMENT	12/01/2009	\$44,520	06/01/2010	\$45,120	12/01/2010	\$45,720
	06/01/2011	\$46,470	12/01/2011	\$47,130	06/01/2012	\$47,780
	12/01/2012	\$48,810				
ADSS SUBMERSIBLE PILOT	08/01/2009	\$101,110	08/01/2010	\$104,640	08/01/2011	\$108,760
AIR TRACK OPERATOR	12/01/2009	\$47,850	06/01/2010	\$48,850	12/01/2010	\$50,100
	06/01/2011	\$51,100	12/01/2011	\$52,350		
ASBESTOS REMOVER - PIPE / MECH. EQUIPT.	12/01/2009	\$40,250				
ASPHALT RAKER	12/01/2009	\$47,350	06/01/2010	\$48,350	12/01/2010	\$49,600
	06/01/2011	\$50,600	12/01/2011	\$51,850		
ASPHALT/CONCRETE/CRUSHER PLANT-ONSITE	12/01/2009	\$38,530	06/01/2010	\$39,780	12/01/2010	\$61,030
BACKHOE/FRONT-END LOADER	12/01/2009	\$38,530	06/01/2010	\$39,780	12/01/2010	\$61,030
BARC O-TYPE/JUMPING TAMPER	12/01/2009	\$47,350	06/01/2010	\$48,350	12/01/2010	\$49,600
	06/01/2011	\$50,600	12/01/2011	\$51,850		
BLOCK PAVER, RAMMER / CURB SETTER	12/01/2009	\$47,850	06/01/2010	\$48,850	12/01/2010	\$50,100
	06/01/2011	\$51,100	12/01/2011	\$52,350		
BOILER MAKER	10/01/2008	\$54,800				
APPRENTICE: BOILERMAKER - Local 29						
Ratio Step	1	2	3	4	5	6
1:5 %	65.00	65.00	70.00	75.00	80.00	85.00
						90.00
						95.00
BRICKSTONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	08/01/2009	\$67,120	02/01/2010	\$68,010	08/01/2010	\$69,910
	02/01/2011	\$70,900	08/01/2011	\$73,000	02/01/2012	\$73,990
APPRENTICE: BRICK/PLASTER/CEMENT MASON - Local 3 Newton						
Ratio Step	1	2	3	4	5	
1:5 %	50.00	60.00	70.00	80.00	90.00	
BULLDOZER/GRADER/SCRAPER	12/01/2009	\$38,190	06/01/2010	\$39,430	12/01/2010	\$60,680
CAISSON & UNDERPINNING BOTTOM MAN	12/01/2009	\$48,250	06/01/2010	\$49,250	12/01/2010	\$50,500
	06/01/2011	\$51,500	12/01/2011	\$52,750		
CAISSON & UNDERPINNING LABORER	12/01/2009	\$47,100	06/01/2010	\$48,100	12/01/2010	\$49,350
	06/01/2011	\$50,350	12/01/2011	\$51,600		
CAISSON & UNDERPINNING TOP MAN	12/01/2009	\$47,100	06/01/2010	\$48,100	12/01/2010	\$49,350
	06/01/2011	\$50,350	12/01/2011	\$51,600		
CARBIDE CORE DRILL OPERATOR	12/01/2009	\$47,350	06/01/2010	\$48,350	12/01/2010	\$49,600
	06/01/2011	\$50,600	12/01/2011	\$51,850		

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 01/28/2010

Wage Request Number: 20100127-028

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DEVAL L. PATRICK  
Governor  
TIMOTHY P. MURRAY  
Lieutenant Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DIVISION OF OCCUPATIONAL SAFETY

**Prevailing Wage Rates**  
As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



GEORGE NOEL  
Director of Labor  
LAURA M. MARLIN  
Commissioner of Division of Occupational Safety

**Awarding Authority:** City of Newton

**Contract Number:** 10-38

**City/Town:** NEWTON

**Description of Work:** Newton Public Schools - Challenge Course Pole Installation Requirements Work

**Job Location:** Various Locations

Classification	Effective Dates and Total Rates										
CARPENTER											
APPRENTICE: CARPENTER - Zone 2 Eastern MA											
Ratio	Step	1	2	3	4	5	6	7	8		
1:5	%	50.00	60.00	70.00	75.00	80.00	80.00	90.00	90.00		
CEMENT MASONRY/PLASTERING											
CHAIN SAW OPERATOR											
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES											
COMPRESSOR OPERATOR											
DELEADER (BRIDGE)											
DEMO: ADZEMAN											
DEMO: BACKHOE/LOADER/HAMMER OPERATOR											
DEMO: BURNERS											
DEMO: CONCRETE CUTTER/SAWYER											
DEMO: JACKHAMMER OPERATOR											
DEMO: WRECKING LABORER											
DIRECTIONAL DRILL MACHINE OPERATOR											
DIVER											
DIVER TENDER											
DIVER TENDER (EFFLUENT)											
DIVERS/SLURRY (EFFLUENT)											
ELECTRICIAN											
APPRENTICE: ELECTRICIAN - Local 103											
Ratio	Step	1	2	3	4	5	6	7	8	9	10
2:3***	%	40.00	40.00	45.00	45.00	50.00	55.00	60.00	65.00	70.00	75.00
App Prior 1/1/03: 308.540/45.00/55.00/65.00/75.00											
ELEVATOR CONSTRUCTOR											

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

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Wage Request Number: 20100127-028

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**Prevailing Wage Rates**  
As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



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**Awarding Authority:** City of Newton

**Contract Number:** 10-38

**City/Town:** NEWTON

**Description of Work:** Newton Public Schools - Challenge Course Pole Installation Requirements Work

**Job Location:** Various Locations

Classification		Effective Dates and Total Rates								
APPRENTICE: ELEVATOR CONSTRUCTOR - Local 4										
Ratio	Step	1	2	3	4	5				
1:1	%	50.00	55.00	65.00	70.00	80.00				
Steps 1-2 are 6 mos.; Steps 3-5 are 1 year										
ELEVATOR CONSTRUCTOR HELPER					01/01/2010	\$51,330	01/01/2011	\$52,830	01/01/2012	\$54,330
FENCE & GUARD RAIL ERECTOR					12/01/2009	\$47,350	06/01/2010	\$48,350	12/01/2010	\$49,600
					06/01/2011	\$50,600	12/01/2011	\$51,850		
FIELD ENG. - INST. PERSON (BLDG, SITE, HVY CONST)					11/01/2009	\$55,850	05/01/2010	\$56,950	11/01/2010	\$58,190
					05/01/2011	\$59,430				
FIELD ENG. - ROD PERSON (BLDG, SITE, HVY CONST)					11/01/2009	\$40,870	05/01/2010	\$41,520	11/01/2010	\$42,230
					05/01/2011	\$42,980				
FIELD ENG. - CHIEF OF PARTY (BLDG, SITE, HVY CONST)					11/01/2009	\$57,210	05/01/2010	\$58,320	11/01/2010	\$59,570
					05/01/2011	\$60,820				
FIRE ALARM INSTALLER					09/01/2009	\$64,800	03/01/2010	\$66,030	09/01/2010	\$67,270
					03/01/2011	\$68,510				
FIRE ALARM REPAIR / MAINTENANCE					09/01/2009	\$52,870	03/01/2010	\$53,790	09/01/2010	\$54,720
					03/01/2011	\$55,660				
FIREMAN (ASST. ENGINEER)					12/01/2009	\$52,740	06/01/2010	\$53,810	12/01/2010	\$54,890
FLAGGER & SIGNALER					12/01/2009	\$36,300	06/01/2010	\$37,300	12/01/2010	\$37,300
					06/01/2011	\$38,300	12/01/2011	\$38,300		
FLOORCOVERER					09/01/2009	\$59,130	03/01/2010	\$59,630	09/01/2010	\$60,380
					03/01/2011	\$61,130	09/01/2011	\$62,380	03/01/2012	\$63,630
APPRENTICE: FLOORCOVERER - Local 2148 Zone 1										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00	
Steps are 750 hrs.										
FORK LIFT/CHERRY PICKER					12/01/2009	\$58,530	06/01/2010	\$59,780	12/01/2010	\$61,030
GENERATOR/LIGHTING PLANT/HEATERS					12/01/2009	\$47,890	06/01/2010	\$48,810	12/01/2010	\$49,740
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)					01/01/2010	\$52,910				
APPRENTICE: GLAZIER - Local 33 Zone 2										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	
Steps are 750 hrs.										
HOISTING ENGINEER/CRANES/GRADALLS					12/01/2009	\$58,530	06/01/2010	\$59,780	12/01/2010	\$61,030

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

**Issue Date:** 01/28/2010

**Wage Request Number:** 20100127-028

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THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



GEORGE NOEL  
Director of Labor  
LAUREA M. MARLIN  
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-38

City/Town: NEWTON

Description of Work: Newton Public Schools - Challenge Course Pole Installation Requirements Work

Job Location: Various Locations

Classification		Effective Dates and Total Rates									
APPRENTICE: HICIST/PORT. ENG. - Local 4											
Ratio	Step	1	2	3	4	5	6	7	8		
1:4	%	55.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00		
HVAC (DUCTWORK)						08/01/2009	\$62.260	02/01/2010	\$63.470	08/01/2010	\$64.720
						02/01/2011	\$65.970	08/01/2011	\$67.220	02/01/2012	\$68.470
						08/01/2012	\$69.720	02/01/2013	\$70.970		
HVAC (ELECTRICAL CONTROLS)						09/01/2009	\$64.800	03/01/2010	\$66.030	09/01/2010	\$67.270
						03/01/2011	\$68.510				
HVAC (TESTING AND BALANCING- AIR)						08/01/2009	\$62.260	02/01/2010	\$63.470	08/01/2010	\$64.720
						02/01/2011	\$65.970	08/01/2011	\$67.220	02/01/2012	\$68.470
						08/01/2012	\$69.720	02/01/2013	\$70.970		
HVAC (TESTING AND BALANCING-WATER)						09/01/2009	\$67.480	03/01/2010	\$68.730		
HVAC MECHANIC						09/01/2009	\$67.480	03/01/2010	\$68.730		
HYDRAULIC DRILLS						12/01/2009	\$47.850	06/01/2010	\$48.850	12/01/2010	\$50.100
						06/01/2011	\$51.100	12/01/2011	\$52.350		
INSULATOR (PIPES & TANKS)						09/01/2009	\$59.260	09/01/2010	\$61.660		
APPRENTICE: ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston											
Ratio	Step	1	2	3	4						
1:4	%	50.00	60.00	70.00	80.00						
Steps an 1 year											
IRONWORKER/WELDER						09/16/2009	\$59.560	03/16/2010	\$60.960		
APPRENTICE: IRONWORKER - Local 7											
Ratio	Step	1	2	3	4	5	6				
	%	60.00	70.00	75.00	80.00	85.00	90.00				
Structural 1:4; Ornamental 1:4											
JACKHAMMER & PAVING BREAKER OPERATOR						12/01/2009	\$47.350	06/01/2010	\$48.350	12/01/2010	\$49.600
						06/01/2011	\$50.600	12/01/2011	\$51.850		
LABORER						12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.350
						06/01/2011	\$50.350	12/01/2011	\$51.600		
APPRENTICE: LABORER - Zone 1											
Ratio	Step	1	2	3	4						
1:3	%	60.00	70.00	80.00	90.00						
LABORER: CARPENTER TENDER						12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.350
						06/01/2011	\$50.350	12/01/2011	\$51.600		
LABORER: CEMENT FINISHER TENDER						12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.350
						06/01/2011	\$50.350	12/01/2011	\$51.600		

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Issue Date: 01/28/2010

Wage Request Number: 20100127-028

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DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



GEORGE NOEL  
Director of Labor  
LAURA M. MARLIN  
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-38

City/Town: NEWTON

Description of Work: Newton Public Schools - Challenge Course Pole Installation Requirements Work

Job Location: Various Locations

Classification	Effective Dates and Total Rates								
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.330			
	06/01/2011	\$50.350	12/01/2011	\$51.600					
LABORER: MASON TENDER	12/01/2009	\$47.350	06/01/2010	\$48.350	12/01/2010	\$49.600			
	06/01/2011	\$50.600	12/01/2011	\$51.850					
LABORER: MULTI-TRADE TENDER	12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.330			
	06/01/2011	\$50.350	12/01/2011	\$51.600					
LABORER: TREE REMOVER	12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.330			
	06/01/2011	\$50.350	12/01/2011	\$51.600					
This classification applies to the wholesale removal of standing trees including all associated trimming of branches and limbs, and applies to the removal of branches at locations not on or around utility lines.									
LASER BEAM OPERATOR	12/01/2009	\$47.350	06/01/2010	\$48.350	12/01/2010	\$49.600			
	06/01/2011	\$50.600	12/01/2011	\$51.850					
MARBLE & TILE FINISHERS	08/01/2009	\$56.240	02/01/2010	\$56.950	08/01/2010	\$58.470			
	02/01/2011	\$59.270	08/01/2011	\$60.950	02/01/2012	\$61.740			
APPRENTICE: MARBLE-TILE-TERRAZZO FINISHER - Local 3 Marble & Tile									
Ratio	Step	1	2	3	4	5			
1:3	%	50.00	60.00	70.00	80.00	90.00			
Step: an 800 hr.									
MARBLE MASONS, TILELAYERS & TERRAZZO MECH	08/01/2009	\$67.160	02/01/2010	\$68.050	08/01/2010	\$69.930			
	02/01/2011	\$70.940	08/01/2011	\$73.040	02/01/2012	\$74.030			
APPRENTICE: MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile									
Ratio	Step	1	2	3	4	5			
1:3	%	50.00	60.00	70.00	80.00	90.00			
MECH. SWEEPER OPERATOR (NON-CONSTRUCTION)	07/01/2009	\$28.300	07/01/2010	\$29.000	07/01/2011	\$29.700			
MECH. SWEEPER OPERATOR (ON CONST. SITES)	12/01/2009	\$38.190	06/01/2010	\$39.430	12/01/2010	\$60.680			
MECHANICS MAINTENANCE	12/01/2009	\$38.190	06/01/2010	\$39.430	12/01/2010	\$60.680			
MILLWRIGHT (Zone 1)	03/01/2009	\$54.400							
APPRENTICE: MILLWRIGHT - Local 1121 Zone 1									
Ratio	Step	1	2	3	4	5	6	7	8
1:5	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00
MORTAR MIXER	12/01/2009	\$47.350	06/01/2010	\$48.350	12/01/2010	\$49.600			
	06/01/2011	\$50.600	12/01/2011	\$51.850					
OILER (OTHER THAN TRUCK CRANES, GRADALLS)	12/01/2009	\$41.750	06/01/2010	\$42.480	12/01/2010	\$43.220			
OILER (TRUCK CRANES, GRADALLS)	12/01/2009	\$44.720	06/01/2010	\$45.550	12/01/2010	\$46.380			
OTHER POWER DRIVEN EQUIPMENT - CLASS II	12/01/2009	\$38.190	06/01/2010	\$39.430	12/01/2010	\$60.680			
PAINTER (BRIDGES/TANKS)	01/01/2010	\$63.410							

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

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DEVAL L. PATRICK  
Governor  
TIMOTHY P. MURRAY  
Lieutenant Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



GEORGE NOEL  
Director of Labor  
LAURA M. MARLIN  
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-38

City/Town: NEWTON

Description of Work: Newton Public Schools - Challenge Course Pole Installation Requirements Work

Job Location: Various Locations

Classification

Effective Dates and Total Rates

APPRENTICE E: PAINTER - Local 35 Zone 2											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Steps are 750 hrs.											
PAINTER (SPRAY OR SANDBLAST, NEW) *						01/01/2010	\$54.310				
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.											
APPRENTICE E: PAINTER - Local 35 Zone 2											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Steps are 750 hrs.											
PAINTER (SPRAY OR SANDBLAST, REPAINT)						01/01/2010	\$52.370				
APPRENTICE E: PAINTER - Local 35 Zone 2											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Steps are 750 hrs.											
PAINTER (TRAFFIC MARKINGS)						12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.350
						06/01/2011	\$50.350	12/01/2011	\$51.600		
PAINTER / TAPER (BRUSH, NEW) *						01/01/2010	\$52.910				
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.											
APPRENTICE E: PAINTER - Local 35 Zone 2											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Steps are 750 hrs.											
PAINTER / TAPER (BRUSH, REPAINT)						01/01/2010	\$50.970				
APPRENTICE E: PAINTER - Local 35 Zone 2											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Steps are 750 hrs.											
PANEL & PICKUP TRUCKS DRIVER						12/01/2009	\$44.160	06/01/2010	\$44.760	12/01/2010	\$45.360
						06/01/2011	\$46.110	12/01/2011	\$46.770	06/01/2012	\$47.420
						12/01/2012	\$48.450				
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)						08/01/2009	\$60.220	08/01/2010	\$62.570	08/01/2011	\$65.320
PILE DRIVER						08/01/2009	\$60.220	08/01/2010	\$62.570	08/01/2011	\$65.320

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

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As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



### Effective Dates and Total Rates

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

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THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



GEORGE NOEL  
Division of Labor  
LAURA M. MARLIN  
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-38

City/Town: NEWTON

Description of Work: Newton Public Schools - Challenge Course Pole Installation Requirements Work

Job Location: Various Locations

Classification		Effective Dates and Total Rates									
APPRENTICE: ROOFER - Local33											
Ratio	Step	1	2	3	4	5					
**	%	50.00	60.00	65.00	75.00	85.00					
**1-5, 2-4-10 thereafter 110 (or portion thereof)						Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.					
Roofs (Reroofing): Same Steps and Hours as Above **1-4; Thereafter 11											
SHEETMETAL WORKER						08/01/2009	\$62.260	02/01/2010	\$63.470	08/01/2010	\$64.720
						02/01/2011	\$65.970	08/01/2011	\$67.220	02/01/2012	\$68.470
						08/01/2012	\$69.720	02/01/2013	\$70.970		
APPRENTICE: SHEET METAL WORKER - Local17-A											
Ratio	Step	1	2	3	4	5	6	7			
1:4	%	40.00	45.00	50.00	60.00	65.00	75.00	85.00			
								Steps 1-3 are 1 year; Steps 4-7 are 6 mos.			
SIGNERECTOR						06/01/2009	\$37.780				
APPRENTICE: SIGNERECTOR - Local33 Zone 2											
Ratio	Step	1	2	3	4	5	6	7	8	9	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00	
										Steps are 6 mos.	
SLATE / TILE / PRECAST CONCRETE ROOFER						02/01/2009	\$54.110				
SPECIALIZED EARTH MOVING EQUIP < 35 TONS						12/01/2009	\$44.620	06/01/2010	\$45.220	12/01/2010	\$45.820
						06/01/2011	\$46.570	12/01/2011	\$47.230	06/01/2012	\$47.880
						12/01/2012	\$48.910				
SPECIALIZED EARTH MOVING EQUIP > 35 TONS						12/01/2009	\$44.910	06/01/2010	\$45.510	12/01/2010	\$46.110
						06/01/2011	\$46.860	12/01/2011	\$47.520	06/01/2012	\$48.170
						12/01/2012	\$49.200				
SPRINKLER FITTER						09/16/2009	\$68.450	03/16/2010	\$69.700		
APPRENTICE: SPRINKLER FITTER - Local530											
Ratio	Step	1	2	3	4	5	6	7	8	9	10
1:1	%	40.00	45.00	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00
STEAM BOILER OPERATOR						12/01/2009	\$38.190	06/01/2010	\$39.430	12/01/2010	\$60.680
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN						12/01/2009	\$38.190	06/01/2010	\$39.430	12/01/2010	\$60.680
TELECOMMUNICATION TECHNICIAN						09/01/2009	\$52.870	03/01/2010	\$53.790	09/01/2010	\$54.720
						03/01/2011	\$55.660				
APPRENTICE: TELECOMMUNICATION TECHNICIAN - Local103											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	40.00	45.00	50.00	55.00	60.00	65.00	75.00	80.00		
TERRAZZO FINISHERS						08/01/2009	\$66.060	02/01/2010	\$66.950	08/01/2010	\$68.830
						02/01/2011	\$69.840	08/01/2011	\$71.940	02/01/2012	\$72.930

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DEVAL L. PAIRICK  
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THE COMMONWEALTH OF MASSACHUSETTS  
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DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



GEORGE NOEL  
Director of Labor  
LAURA M. MARLIN  
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-38

City/Town: NEWTON

Description of Work: Newton Public Schools - Challenge Course Pole Installation Requirements Work

Job Location: Various Locations

Classification		Effective Dates and Total Rates					
APPRENTICE: MARBLE-TILE-TERRAZZO FINISHER - Local 3 Marble & Tile							
Ratio	Step	1	2	3	4	5	
1:3	%	30.00	40.00	70.00	80.00	90.00	
Steps are 800 hrs.							
TEST BORING DRILLER				12/01/2009	\$48,500	06/01/2010	\$49,500
				06/01/2011	\$51,750	12/01/2011	\$53,000
TEST BORING DRILLER HELPER				12/01/2009	\$47,220	06/01/2010	\$48,220
				06/01/2011	\$50,470	12/01/2011	\$51,720
TEST BORING LABORER				12/01/2009	\$47,100	06/01/2010	\$48,100
				06/01/2011	\$50,350	12/01/2011	\$51,600
TRACTORS/PORTABLE STEAM GENERATORS				12/01/2009	\$58,190	06/01/2010	\$59,430
TRAILERS FOR EARTH MOVING EQUIPMENT				12/01/2009	\$45,200	06/01/2010	\$45,800
				06/01/2011	\$47,150	12/01/2011	\$47,810
				12/01/2012	\$49,490		
TUNNEL WORK - COMPRESSED AIR				12/01/2009	\$59,430	06/01/2010	\$60,680
				06/01/2011	\$63,180	12/01/2011	\$64,430
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)				12/01/2009	\$61,430	06/01/2010	\$62,680
				06/01/2011	\$65,180	12/01/2011	\$66,430
TUNNEL WORK - FREE AIR				12/01/2009	\$51,500	06/01/2010	\$52,750
				06/01/2011	\$55,250	12/01/2011	\$56,500
TUNNEL WORK - FREE AIR (HAZ. WASTE)				12/01/2009	\$53,500	06/01/2010	\$54,750
				06/01/2011	\$57,250	12/01/2011	\$58,500
VAC-HAUL				12/01/2009	\$44,620	06/01/2010	\$45,220
				06/01/2011	\$46,570	12/01/2011	\$47,230
				12/01/2012	\$48,910		
WAGON DRILL OPERATOR				12/01/2009	\$47,350	06/01/2010	\$48,350
				06/01/2011	\$50,600	12/01/2011	\$51,850
WASTE WATER PUMP OPERATOR				12/01/2009	\$58,530	06/01/2010	\$59,780
WATER METER INSTALLER				09/01/2009	\$66,250	03/01/2010	\$67,500

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Prevailing Wage Rates

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



GEORGE NOEL  
Division of Labor  
LAURA M. MARLIN  
Commissioner of Division of Occupational Safety

**Awarding Authority:** City of Newton

**Contract Number:** 10-38

**City/Town:** NEWTON

**Description of Work:** Newton Public Schools - Challenge Course Pole Installation Requirements Work

**Job Location:** Various Locations

**Classification**

**Effective Dates and Total Rates**

**Additional Apprentice Information:**

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours) unless otherwise specified.

- \* Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.
- \*\* Multiple ratios are listed in the comment field.
- \*\*\* The job site ratio of 2 apprentices (APP) for every 3 journeymen (JM) is allowed as follows:  
1 JM: 1 APP; 2-3 JM: 2 APP; 4-6 JM: 4 APP; 7-9 JM: 6 APP; 10-12 JM: 8 APP; 13-15 JM: 10 APP; etc.
- \*\*\*\* The job site ratio of 2 apprentices (APP) for every 3 journeymen (JM) is allowed as follows:

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

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# **PUBLIC WORKS MAINTENANCE SERVICE CONTRACT**

## **SPECIAL CONDITIONS**

The following provisions supplement the General Conditions of the Contract for Non-Technical Services. In the event of conflict or discrepancy between the General Conditions and these Special Conditions, the provisions of the Special Conditions shall govern.

### **1.0 SUMMARY OF WORK**

**A. The Work under the Contract consists of:**

1. Furnishing all labor, materials, tools, equipment and supervision necessary to accomplish the work described herein, in accordance with all specifications and requirements of the Project Manual.
2. All work either shown on the Drawings (if any) or included in the specifications unless specifically indicated as not to be done.

**B. In addition, the work under the Contract includes:**

1. Work outside the Project Site as called for in the Contract Documents and as required for the performance of the Work.
2. The restoration of any items damaged or destroyed by encroaching upon areas outside the Project Site.
3. Providing and restoring, where appropriate, all temporary facilities.

**C. The Proposed Contract Price shall be complete costs, including overhead, profit, insurance, transportation, and all other costs connected with, or incidental to, the work described.**

### **2.0 PROJECT SITE**

**A. Work for this project manual shall include the Base Bid and any accepted Alternates for the Various Schools.**

### **3.0 NOTICE TO PROCEED/FAILURE TO COMMENCE WORK**

- A. From time to time during the term of this Contract, the Contractor shall be issued notice to proceed in the form of a written Work Order issued by the Public Works Department listing specific work items to be performed in accordance with this Contract. The Contractor shall commence performance of the work within the time specified in the Work Order, and in no event within less than the time limits stated in the Work Specifications contained in the Project Manual.**
- B. In the event the contractor fails to commence performance within the specified time, and/or notifies the City of its inability to do so, the City shall call upon the second Contractor awarded pursuant to this bid (if any) to perform the required work.**
- C. In the event the second Contractor awarded pursuant to this bid is unable to commence performance within the required time, or if there is no second Contractor, the City reserves the right to contract for the work on the open market at the then prevailing rate and to deduct from any monies due or that may thereafter become due to the contractor the difference between the price stated for the work in the contract and the actual cost thereof to the City.**
- D. In the event of Contractor's repeated failure to commence work within the time required by these specifications, the City shall exercise all provisions contained in the General Conditions regarding default, suspension or termination of this contract.**

#### 4.0 PAYMENT

- A. Once each month, on a date established by the City, the Contractor may submit an Application for Payment (Invoice) for the work performed during the preceeding month. The Contractor may invoice for all Work Orders completed and accepted during the preceeding month, and for all Work Orders either partially completed or not yet accepted by the City.
- B. Upon receipt of the Application for Payment, the City will, within fifteen days, make payment in full for all Work Orders completed and accepted during the preceeding month. For Work Orders partially completed or not yet accepted, the City will make payment for the value of the Work Order completed during the preceeding month, less a retainage of 5% of the estimated total of the Work Order. The City will make final payment for partially completed Work Orders, including any retained amounts, upon completion and acceptance of the work and receipt of an Application for Payment at the end of the month in which the work is completed and accepted.

#### 5.0 COMMUNICATIONS

- A. All notices, demands, requests, instructions, approvals and claims must be in writing.
- B. Any such notice shall be deemed to have been given as of the time of delivery, or of actual receipt in the case of telegrams or, in the case of mailing, when it should have been received in due course of post.
- C. For communicating purposes, the office address of the Contractor shall be that stated on the signature page of the contract; that of the City shall be as stated in the Invitation for Bids. Any subsequent change in address of either party shall be communicated to the other in writing.

#### 6.0 PLANS AND SPECIFICATIONS

- A. The City will furnish to the Contractor, without charge, all copies of the specifications reasonably necessary in the performance of the contract work.

#### 7.0 COORDINATION

The Contractor shall:

- A. Supply to the City the name and telephone number of a responsible person who may be contacted during off-hour emergencies during the term of the Contract.
- B. Cooperate at all times with the City and the Project Manager, and ensure the cooperation of his key personnel and that of his subcontractors.

#### 8.0 CONDUCT OF THE WORK

- A. The work must be completed in a continuous uninterrupted operation. The Contractor must use sufficient workforce and adequate equipment to complete all the necessary work requirements within a minimum period of time.
- B. The work shall be conducted between the hours of 8:00 a.m. and 5:00 p.m. on Monday through Friday. No work shall be done on holidays, Saturdays or Sundays except as specifically requested and authorized by the City.
- C. Under no circumstances will the contractor be paid at a premium or overtime rate for any work performed without the express advance authorization of the City.
- D. The Contractor is responsible for the security of partially completed work until the project is finally accepted by the City.

#### 9.0 ALTERATION

- A. The Contractor shall patch, repair and/or replace all existing materials and surfaces remaining exposed after installation of new work which have been affected by alteration or removal of existing work. All patch and repair work shall match existing.

## 10.0 GENERAL DIRECTIONS

### A. Damage to Persons and Property

Any damage to buildings, roads, public roads, bituminous concrete areas, fences, lawn areas, trees, shrubbery, electric or telephone poles, underground utilities, etc., shall be repaired by the Contractor at his own expense. Damaged property shall be returned to its original condition prior to the damages within a reasonable time period, except all utility outages shall be repaired immediately.

### B. Protection of Persons and Property

The Contractor shall, at all times, leave an unobstructed way along the roadways and walks, and shall maintain barriers and lights for the protection of all persons and property in all locations where he has materials stored or work going on, and during the entire time such work is going on or material is stored.

### C. Shutdown of Services

The Contractor's attention is especially called to the fact that continuous operation of building utilities and services is mandatory. During the period of construction of the new work and/or alterations to the existing work, the progress and sequence of installation shall be carefully planned and approved by the City. If any building is to be left without heat, hot water, city water, electricity, gas, sanitary facilities, or any other services, the Contractor shall provide reasonable written notice to the City before proceeding.

### D. Care of Work

All work is to be carefully protected so that no injury will come to it from water, frost, accident, or any other cause and any injury which may come to any of the work shall be repaired immediately by the Contractor at his own expense and without additional cost to the City. This shall also apply to any abutting or adjoining work on premises. The Contractor shall be responsible for any damage and in the event of such damage, the Contractor shall repair the damage immediately at his own cost and without additional cost to the City.

### E. Removal of Debris

Debris of any nature shall be completely removed from the site at the end of each days work and disposed of in accordance with all Federal, State and local regulations.

### F. The Contractor is responsible for the security of all work until it is accepted by the City.

## 11.0 TEMPORARY UTILITIES

- A. Prior to execution of the Work, the Contractor shall confer with a representative of the Public Works Department regarding the use of utilities and facilities at the worksite. No City utilities or facilities are to be used by the Contractor in the performance of this Contract without the prior approval of the City.

## 12.0 SUBMISSION OF PAYROLLS

- A. The Contractor shall, with each invoice submitted during the term of this Contract, submit to the City two (2) legible copies of his payrolls documenting the wages paid to all employees performing on site labor relating to the work of this Contract. These copies shall be prepared on forms supplied by the City.

## 13.0 DRAWINGS (IF APPLICABLE)

- A. The drawings attached herein and such drawings as may be issued per addendum, shall constitute an integral part of this section and shall serve as the working drawings.
- B. Drawings shall not be scaled. Field verification is directed since actual locations, dimensions and levels are existing.

- C. All items not specifically mentioned in the specifications or noted on the drawings, but which are obviously necessary to make a complete working installation, shall be included.

#### 14.0 MATERIALS

- A. Unless specifically so stated to the contrary the use of a manufacturer's name or style number is not restrictive, and is intended solely as an identification of the type and quality of the materials and services required. In all cases, the words "or approved equal" if not inserted are implied.
- B. An item equal to that named or described in the specifications may upon written approval of the City be furnished by the Contractor. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased; (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications.
- C. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Contractor's expense.
- D. For the use of material other than the one specified, the Contractor shall assume the cost of and responsibility for satisfactorily accomplishing all changes that may be required in the work as shown. All directions, specifications and recommendations by manufacturers for the installation, handling, storing, adjustment, and operation of their equipment shall be complied with and responsibility for proper performance shall continue to rest with the Contractor.
- E. The Contractor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Contractor fails to obtain the approval for substitution in accordance with these provisions. If any substitutuin is more costly, the Contracotr shall pay for such costs

#### 15.0 WARRANTY AND INDEMNIFICATION

- A. In addition to other guarantees or warranties required under law or other sections of the specification, the Contractor warrants all materials furnished and labor performed under this Contract to be free from defects or errors in workmanship or installation for a period of one year from the date of Completion of the work, as certified by the Project Manager. The Contractor shall indemnify the Authority for the full cost of any damage to the property that may result by reason of such defects or errors and shall indemnify the Authority from and against any and all claims, demands, losses, costs, expenses, liabilities and damages, including reasonable attorney's fees and expenses, arising out of or on account of this Contract, including but not limited to claims brought against the Authority for alleged infringement of patents based upon any methods of construction or application of materials furnished under the Contract.
- B. The Contractor shall indemnify, hold harmless and defend the City and its departments, officers, employees, servants, and agents from and against all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses and compensation, including attorney's fees and interest arising out of or resulting directly or indirectly from the services rendered pursuant to this Contract, provided that any such action, cause of action, claim, demand, damage, cost, loss of service, expense, compensation (1) in any way grows out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, which (2) is caused in whole or in part by any act or omission of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

**END OF SECTION**



**NEWTON PUBLIC SCHOOLS  
SCOPE OF WORK  
SUPPLY & INSTALL POLES AND ANCHORS  
FOR OUTDOOR ADVENTURE EDUCATION CHALLENGE COURSES**

**The Work under the Contract consists of:**

Newton Public Schools in Newton, MA is developing five adventure education challenge courses at four middle schools and one high school. The challenge courses will consist of the design and installation of portable and permanent low challenge courses at each middle school plus a high challenge course at the high school. Certain outside elements of these challenge courses will require the supply and installation (set in ground) of various types and sizes of Copper Azole treated poles and helix style screw-in ground anchors as listed below. The installer will work closely with designated City of Newton Parks and Recreation, Newton Public Schools and Seafox Consulting personnel before and during the installation of these poles according to the corresponding site plans. No supplies or materials can be delivered to the specific designated school location prior to 24 hours of the start of the pole installation.

Three of the school sites are within one-half mile of each other and the other two sites are less than four miles away. All sites for these pole installations are grassy areas with a park and some trees at the Bigelow school's site. All sites are accessible by truck. Site information will be available along with flagged locations for the setting of the poles and anchors prior to the start of any work.

The following materials and services are to be delivered to the specific designated school location no earlier than 24 hours of the start of the pole installation. All work shall consist of furnishing any and all materials, labor, and equipment, to complete the work in accordance with the specific requirements of this Project Manual and in accordance with the specific requirements as shown on the corresponding site plans. All work relating to this contract will be under the contractor warranty.

The Contractor will be provided a space for cutting the poles at each school site. The Contractor shall be responsible for providing all necessary equipment, tools, materials and labor to perform the cuts on-site.

**Bigelow Middle School**

1 pc. 45-foot ANSI Class III Copper Azole treated pole cut into 1x 20' pole and 2x 12' 6" poles and set  
2 pc. 35-foot ANSI Class III Copper Azole treated poles cut into 2x 17' 6" poles and 3x 11' 6" poles and set  
1 pc. 30-foot ANSI Class III Copper Azole treated pole cut into 1x 17' 6" pole and 1 x 11' 6" pole and set  
1 pc. 30-foot ANSI Class V Copper Azole treated pole (**supply, not set**)  
12 helix style screw-in ground anchors supplied and installed (6 for the Mohawk Walk and 6 for the Team Triangle) as per site plans and specifications

**Brown Middle School**

1 pc. 45-foot ANSI Class III Copper Azole treated pole cut into 1x 20' pole and 2x 12' 6" poles and set  
2 pc. 35-foot ANSI Class III Copper Azole treated poles cut into 2x 17' 6" poles and 3x 11' 6" poles and set  
1 pc. 30-foot ANSI Class III Copper Azole treated pole cut into 1x 17' 6" pole and 1x 11' 6" pole and set  
1 pc. 30-foot ANSI Class V Copper Azole treated pole (**supply, not set**)  
12 helix style screw-in ground anchors supplied and installed (6 for the Mohawk Walk and 6 for the Team Triangle) as per site plan and specifications

**Day Middle School**

1 pc. 45-foot ANSI Class III Copper Azole treated pole cut into 1x 20' pole and 2x 12' 6" poles and set  
2 pc. 35-foot ANSI Class III Copper Azole treated poles cut into 2x 17' 6" poles and 3x 11' 6" poles and set  
1 pc. 30-foot ANSI Class III Copper Azole treated pole cut into 1x 17' 6" pole and 1x 11' 6" pole and set  
1 pc. 30-foot ANSI Class V Copper Azole treated pole (**supply, not set**)  
12 helix style screw-in ground anchors supplied and installed (6 for the Mohawk Walk and 6 for the Team Triangle) as per site plan and specifications

**Oak Hill Middle School**

1 pc. 45-foot ANSI Class III Copper Azole treated pole cut into 1x 20' pole and 2x 12' 6" poles and set  
2 pc. 35-foot ANSI Class III Copper Azole treated poles cut into 2x 17' 6" poles and 3x 11' 6" poles and set  
1 pc. 30-foot ANSI Class III Copper Azole treated pole cut into 1x 17' 6" pole and 1x 11.5' pole and set

1 pc. 30-foot ANSI Class V Copper Azole treated pole (**supply, not set**)

12 helix style screw-in ground anchors supplied and installed (6 for the Mohawk Walk and 6 for the Team Triangle) as per site plan and specifications

#### **Newton South High School**

3 pc. 55-foot ANSI Class II Copper Azole treated poles (**set, not cut**)

6 pc. 50-foot ANSI Class II Copper Azole treated poles (**set, not cut**)

6 pc. 35-foot ANSI Class III Copper Azole treated poles cut into:

1<sup>st</sup> pole: 1x 20' pole and 1x 12' 6" pole and set

2<sup>nd</sup> pole: 1x 20' pole and 1x 12' 6" pole and set

3<sup>rd</sup> pole: 3x 11' 6" poles and set

4<sup>th</sup> pole: 2x 17' 6" poles and set

5<sup>th</sup> pole: 1x 35' (**set, not cut**)

6<sup>th</sup> pole: 1x 35' (**not cut, not set**)

1 pc. 30-foot ANSI Class III Copper Azole treated pole cut into 1x 17' 6" pole and 1x 11' 6" pole and set

1 pc. 30-foot ANSI Class V Copper Azole treated pole (**supply, not set**)

30 helix style screw-in ground anchors supplied and installed (6 for the Mohawk Walk and 8 for the Double Team Triangle and 10 for Pod 1 and 6 for Pod 2) as per site plan and specifications

#### **ALTERNATE #1 - Newton South High School**

3 pc. 55-foot ANSI Class II Copper Azole treated poles (**for Helix Climbing Tower if awarded**) supply and set (no cuts) as per site plan and specifications

#### **Other Requirements:**

1. Contractor must have a minimum of 5 years of experience of pole setting projects comparable to the project as stated within the scope of this work.
2. Contractor must provide a minimum of 3 references indicating successful pole installations that met the needs of the customer and all state and city requirements.
3. The poles must be inspected to and comply with the American National Standard for Wood Poles, ANSI O5.1-2002.
4. The poles shall be delivered using a boom or self-unloading truck.
5. All anchors are to be helix style screw-in ground anchors with a minimum pull-out strength of 12,000 lbs.
6. Depth of poles in ground is 10% of pole length plus two feet with a five foot minimum.
7. Sufficient equipment, crew, and auger truck to set poles up to 55' in length is required.
8. Each site shall be checked by Dig Safe before any work begins.
9. The ground condition of each site shall be left as found before installation.
10. All work must be completed as described in the Project Manual and/or shown on the Plan(s) unless specifically indicated as not to be done.

**END OF SECTION**



## **CITY OF NEWTON**

### **SUMMARY OF WORK AND SPECIFIC REQUIREMENTS OF THE CONTRACT FOR PUBLIC WORKS CONSTRUCTION**

#### **I. SUMMARY OF WORK**

##### **A. The Work under the Contract consists of:**

1. Supply, delivery, and installation of copper azole treated poles and helix style screw-in ground and anchors (as per site plans and specifications) for outdoor adventure education challenge course elements for four middle schools and one high school in Newton, MA.
2. All work described in the Project Manual and/or shown on the Plan(s) unless specifically indicated as not to be done.

##### **B. In addition the work under the contract includes:**

1. Work outside the Project Site as called for in the Project Manual and/or Plan(s) and as required for the performance of the work.
2. The restoration of any items damaged or destroyed by encroaching upon areas outside the Project Site.
3. All labor, materials, tools, and equipment necessary to do all the work required for the completion of each item as specified, which shall be limited not only to the exact intent mentioned, but shall include incidental work necessary or customarily performed for the completion of that item.
4. All items not specifically mentioned or noted in the Project Manual and/or Plan(s), but which are obviously necessary to make a complete working installation.

##### **C. The Proposed Contract Price shall be complete costs, including overhead, profit, insurance, transportation, and all other costs connected with, or incidental to the work described.**

#### **II. TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

##### **A. Upon notification the Contractor shall commence the work specified in the Project Manual as directed by the City. The work shall proceed in a continuous uninterrupted fashion with adequately staffed crews, in a satisfactory manner, which will assure that the work is completed in a timely manner to the satisfaction of the City.**

##### **B. The time for substantial completion pursuant to Article 2 of the Contract shall be not later than April 15, 2010 or 60 calendar days.**

- ##### **C. Time is of the essence for the completion of this contract. If the Contractor fails to achieve substantial or final completion of the Work within the time required by the contract, and unless an extension of time is granted, the Contractor shall pay to the City as liquidated damages, the applicable amount specified in Article 6a of the General Conditions for each day of delay. If different completion dates are specified in the Contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another section in this Contract, liquidated damages shall not be due the City. The Contractor remains liable for damages caused other than by delay**

#### **III. INSURANCE REQUIREMENTS**

##### **A. The Contractor shall carry and maintain until acceptance of the work such Workmen's Compensation, Automobile Liability, Public Liability, Contingent Public Liability, Property Damage and Contingent Property Damage Insurance,**

each including blasting coverage, as shall protect him and any sub-contractor performing work covered by this contract from all claims and liability for damages for personal injury, including accidental death, and for property damage which may arise from operations under this contract, whether such operations be by himself or by any sub-contractor or by any one directly or indirectly employed by either of them.

- B. The City shall be named as an additional insured on such policy.
- C. The amounts of such insurance shall be as follows:
  - 1. Workmen's Compensation Insurance as required by Massachusetts General Law.
  - 2. Automobile Liability Insurance on all vehicles owned or hired for a.) Bodily Injury in an amount not less than \$500,000.00 for each occurrence, and not less than \$1,000,000.00 aggregate; b.) Property Damage in an amount not less than \$250,000.00 each occurrence, and not less than \$500,000.00 aggregate.
  - 3. Public Liability Insurance and Contingent Public Liability Insurance in an amount not less than \$500,000.00 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of one accident.
  - 4. Property Damage Insurance and Contingent Property Damage Insurance in an amount not less than \$250,000.00 on account of one accident, and in an amount of not less than \$500,000.00 on account of all accidents.
  - 5. General Liability Insurance shall include Contractual Liability Insurance.
- D. Before any work is started, the successful bidder shall be required to file with the Chief Procurement Officer certificates of insurance coverage as detailed above, with policy numbers and dates of expiration.
- E. The Contractor shall indemnify, hold harmless and defend the City and its departments, officers, employees, servants, and agents from and against all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses and compensation, including attorney's fees and interest arising out of or resulting directly or indirectly from the services rendered pursuant to this Contract, provided that any such action, cause of action, claim, demand, damage, cost, loss of service, expense, compensation (1) in any way grows out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, which (2) is caused in whole or in part by any act or omission of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

END OF SECTION



City of Newton

Massachusetts 02459

Engineering Division

Phone (617) 796-1020

FAX (617) 796-1051

Permit Number \_\_\_\_\_

Date Issued \_\_\_\_\_

Expiration Date \_\_\_\_\_

Fee: \$50 x \_\_\_\_\_ = \_\_\_\_\_  
Trenches Total

## TRENCH PERMIT

**Pursuant to G.L. c. 82A §1 and 520 CMR 7.00 et seq.(as amended)**

**THIS PERMIT MUST BE FULLY COMPLETED PRIOR TO CONSIDERATION**

Name of Applicant			Phone		Cell	
Street Address						
City/Town	MA	ZIP				
Name of Excavator (if different from applicant)			Phone		Cell	
Street Address						
City/Town	MA	ZIP				
Name of Owner(s) of Property			Phone		Cell	
Street Address						
City/Town	MA	ZIP				
Other Contact			Permit Fee Received No ( ) Yes ( )			
Description, location and purpose of proposed trench: Please describe the exact location of the proposed trench and its purpose (include a description of what is (or is intended) to be laid in proposed trench (eg; pipes/cable lines etc..) Please use reverse side if additional space is needed.						
Insurance Certificate #:						
Name and Contact Information of Insurer:						
Policy Expiration Date:						
Dig Safe #:						
Name of Competent Person (as defined by 520 CMR 7.02):						
Massachusetts Hoisting License #						
License Grade:			Expiration Date:			

BY SIGNING THIS FORM, THE APPLICANT, OWNER, AND EXCAVATOR ALL ACKNOWLEDGE AND CERTIFY THAT THEY ARE FAMILIAR WITH, OR, BEFORE COMMENCEMENT OF THE WORK, WILL BECOME FAMILIAR WITH, ALL LAWS AND REGULATIONS APPLICABLE TO WORK PROPOSED, INCLUDING OSHA REGULATIONS, G.L. c. 82A, 520 CMR 7.00 et seq., AND ANY APPLICABLE MUNICIPAL ORDINANCES, BY-LAWS AND REGULATIONS AND THEY COVENANT AND AGREE THAT ALL WORK DONE UNDER THE PERMIT ISSUED FOR SUCH WORK WILL COMPLY THEREWITH IN ALL RESPECTS AND WITH THE CONDITIONS SET FORTH BELOW.

THE UNDERSIGNED OWNER AUTHORIZES THE APPLICANT TO APPLY FOR THE PERMIT AND THE EXCAVATOR TO UNDERTAKE SUCH WORK ON THE PROPERTY OF THE OWNER, AND ALSO, FOR THE DURATION OF CONSTRUCTION, AUTHORIZES PERSONS DULY APPOINTED BY THE MUNICIPALITY TO ENTER UPON THE PROPERTY TO MONITOR AND INSPECT THE WORK FOR CONFORMITY WITH THE CONDITIONS ATTACHED HERETO AND THE LAWS AND REGULATIONS GOVERING SUCH WORK.

THE UNDERSIGNED APPLICANT, OWNER AND EXCAVATOR AGREE JOINTLY AND SEVERALLY TO REIMBURSE THE MUNICIPALITY FOR ANY AND ALL COSTS AND EXPENSES INCURRED BY THE MUNICIPALITY IN CONNECTION WITH THIS PERMIT AND THE WORK CONDUCTED THEREUNDER, INCLUDING BUT NOT LIMITED TO ENFORCING THE REQUIREMENTS OF STATE LAW AND CONDITIONS OF THIS PERMIT, INSPECTIONS MADE TO ASSURE COMPLIANCE THEREWITH, AND MEASURES TAKEN BY THE MUNICIPALITY TO PROTECT THE PUBLIC WHERE THE APPLICANT OWNER OR EXCAVATOR HAS FAILED TO COMPLY THEREWITH INCLUDING POLICE DETAILS AND OTHER REMEDIAL MEASURES DEEMED NECESSARY BY THE MUNICIPALITY.

THE UNDERSIGNED APPLICANT, OWNER AND EXCAVATOR AGREE JOINTLY AND SEVERALLY TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE MUNICIPALITY AND ALL OF ITS AGENTS AND EMPLOYEES FROM ANY AND ALL LIABILITY, CAUSES OR ACTION, COSTS, AND EXPENSES RESULTING FROM OR ARISING OUT OF ANY INJURY, DEATH, LOSS, OR DAMAGE TO ANY PERSON OR PROPERTY DURING THE WORK CONDUCTED UNDER THIS PERMIT.

APPLICANT SIGNATURE

\_\_\_\_\_ DATE \_\_\_\_\_

EXCAVATOR SIGNATURE (IF DIFFERENT)

\_\_\_\_\_ DATE \_\_\_\_\_

OWNER'S SIGNATURE (IF DIFFERENT)

\_\_\_\_\_ DATE: \_\_\_\_\_

For City/Town use -- Do not write in this section	
PERMIT APPROVED BY	\$ _____ Application Fee
PERMITTING AUTHORITY	
CONDITIONS OF APPROVAL	

## CONDITIONS AND REQUIREMENTS PURSUANT TO G.L.C.82A AND 520 CMR 7.00 et seq. (as amended)

By signing the application, the applicant understands and agrees to comply with the following:

- i. No trench may be excavated unless the requirements of sections 40 through 40D of chapter 82, and any accompanying regulations, have been met and this permit is invalid unless and until said requirements have been complied with by the excavator applying for the permit including, but not limited to, the establishment of a valid excavation number with the underground plant damage prevention system as said system is defined in section 76D of chapter 164 (DIG SAFE);
- ii. Trenches may pose a significant health and safety hazard. Pursuant to Section 1 of Chapter 82 of the General Laws, an excavator shall not leave any open trench unattended without first making every reasonable effort to eliminate any recognized safety hazard that may exist as a result of leaving said open trench unattended. Excavators should consult regulations promulgated by the Department of Public Safety in order to familiarize themselves with the recognized safety hazards associated with excavations and open trenches and the procedures required or recommended by said department in order to make every reasonable effort to eliminate said safety hazards which may include covering, barricading or otherwise protecting open trenches from accidental entry.
- iii. Persons engaging in any in any trenching operation shall familiarize themselves with the federal safety standards promulgated by the Occupational Safety and Health Administration on excavations: 29 CFR 1926.650 et.seq., entitled Subpart P "Excavations".
- iv. Excavators engaging in any trenching operation who utilize hoisting or other mechanical equipment subject to chapter 146 shall only employ individuals licensed to operate said equipment by the Department of Public Safety pursuant to said chapter and this permit must be presented to said licensed operator before any excavation is commenced;
- v. By applying for, accepting and signing this permit, the applicant hereby attests to the following: (1) that they have read and understands the regulations promulgated by the Department of Public Safety with regard to construction related excavations and trench safety; (2) that he has read and understands the federal safety standards promulgated by the Occupational Safety and Health Administration on excavations: 29 CFR 1926.650 et.seq., entitled Subpart P "Excavations" as well as any other excavation requirements established by this municipality; and (3) that he is aware of and has, with regard to the proposed trench excavation on private property or proposed excavation of a city or town public way that forms the basis of the permit application, complied with the requirements of sections 40-40D of chapter 82A.
- vi. This permit shall be posted in plain view on the site of the trench.

### Summary of Excavation and Trench Safety Regulation (520 CMR 14.00 et seq.)

This summary was prepared by the Massachusetts Department of Public Safety pursuant to G.L.c.82A and does not include all requirements of the 520 CMR 14.00. To view the full regulation and G.L.c.82A, go to [www.mass.gov/dps](http://www.mass.gov/dps). Pursuant to M.G.L. c. 82, § 1, the Department of Public Safety, jointly with the Division of Occupational Safety, drafted regulations relative to trench safety. The regulation is codified in section 14.00 of title 520 of the Code of Massachusetts Regulations. The regulation requires all excavators to obtain a permit prior to the excavation of a trench made for a construction-related purpose on public or private land or rights-of-way. All municipalities must establish a local permitting authority for the purpose of issuing permits for trenches within their municipality. Trenches on land owned or controlled by a public (state) agency requires a permit to be issued by that public agency unless otherwise designated.

In addition to the permitting requirements mandated by statute, the trench safety regulations require that all excavators, whether public or private, take specific precautions to protect the general public and prevent unauthorized access to unattended trenches. Accordingly, unattended trenches must be covered, barricaded or backfilled. Covers must be road plates at least ¾" thick or equivalent; barricades must be fences at least 6' high with no openings greater than 4" between vertical supports; backfilling must be sufficient to eliminate the trench. Alternatively, excavators may choose to attend trenches at all times, for instance by hiring a police detail, security guard or other attendant who will be present during times when the trench will be unattended by the excavator.

The regulations further provide that local permitting authorities, the Department of Public Safety, or the Division of Occupational Safety may order an immediate shutdown of a trench in the event of a death or serious injury; the failure to obtain a permit; or the failure to implement or effectively use adequate protections for the general public. The trench shall remain shutdown until re-inspected and authorized to re-open provided, however, that excavators shall have the right to appeal an immediate

shutdown. Permitting authorities are further authorized to suspend or revoke a permit following a hearing. Excavators may also be subject to administrative fines issued by the Department of Public Safety for identified violations.

For additional information please visit the Department of Public Safety's website at [www.mass.gov/dps](http://www.mass.gov/dps)

### Summary of 1926 CFR Subpart P -OSHA Excavation Standard

This is a worker protection standard, and is designed to protect employees who are working inside a trench. This summary was prepared by the Massachusetts Division of Occupational Safety and not OSHA for informational purposes only and does not constitute an official interpretation by OSHA of their regulations, and may not include all aspects of the standard.

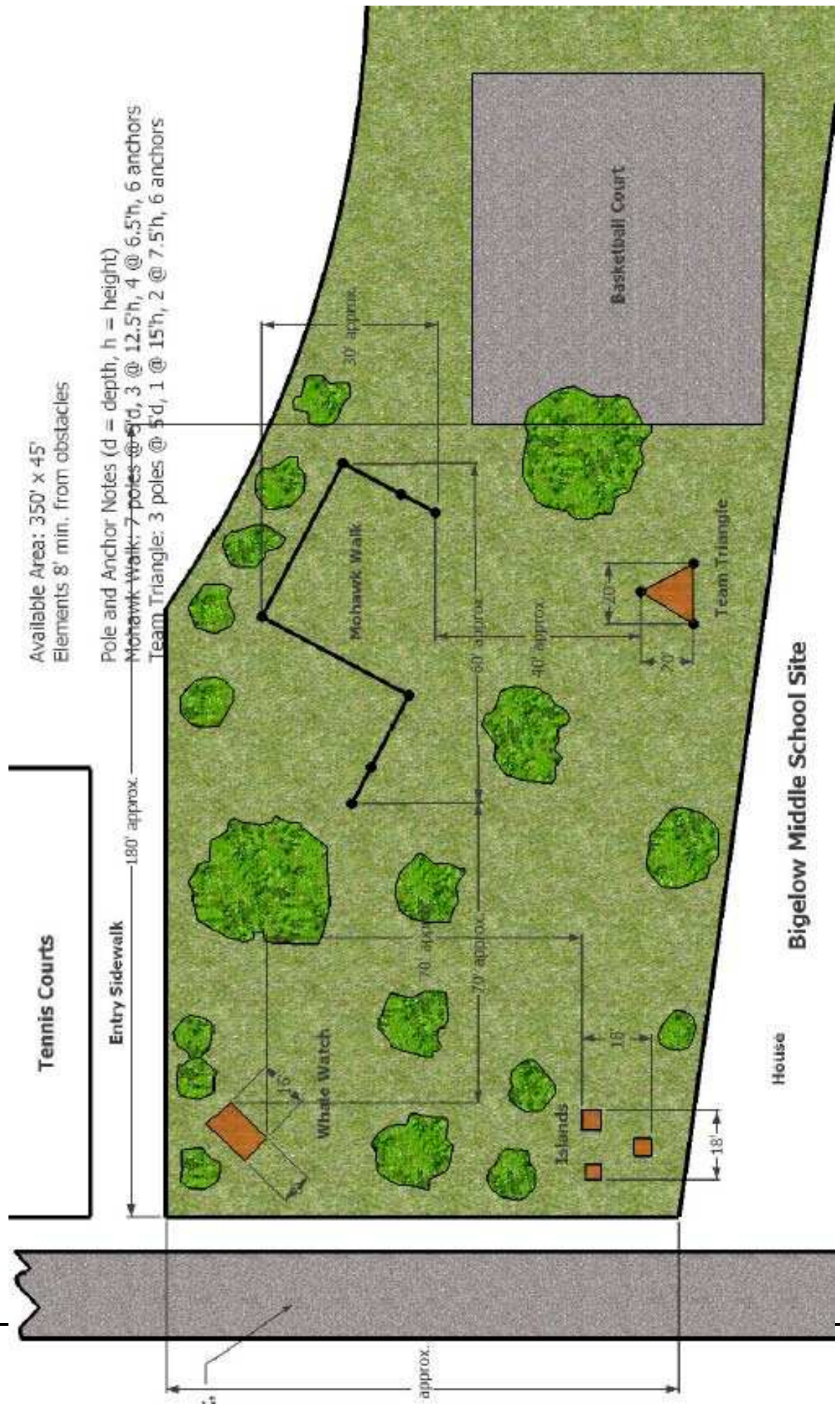
For further information or a full copy of the standard go to [www.osha.gov](http://www.osha.gov).

- **Trench Definition per the OSHA standard:**
  - An excavation made below the surface of the ground, narrow in relation to its length.
  - In general, the depth is greater than the width, but the width of the trench is not greater than fifteen feet.
- **Protective Systems** to prevent soil wall collapse are always required in trenches deeper than 5', and are also required in trenches less than 5' deep when the competent person determines that a hazard exists. Protection options include:
  - Shoring. Shoring must be used in accordance with the OSHA Excavation standard appendices, the equipment manufacturer's tabulated data, or designed by a registered professional engineer.
  - Shielding (Trench Boxes). Trench boxes must be used in accordance with the equipment manufacturer's tabulated data, or a registered professional engineer.
  - Sloping or Benching. In Type C soils (what is most typically encountered) the excavation must extend horizontally 1 ½ feet for every foot of trench depth on both sides, 1 foot for Type B soils, and ¾ foot for Type A soils.
  - A registered professional engineer must design protective systems for all excavations greater than 20' in depth.
- **Ladders** must be used in trenches deeper than 4'.
  - Ladders must be inside the trench with workers at all times, and located within 25' of unobstructed lateral travel for every worker in the trench.
  - Ladders must extend 3' above the top of the trench so workers can safely get onto and off of the ladder.
- **Inspections** of every trench worksite are required:
  - Prior to the start of each shift, and again when there is a change in conditions such as a rainstorm.
  - Inspections must be conducted by the competent person (see below).
- **Competent Person(s) is:**
  - Capable (i.e., trained and knowledgeable) in identifying existing and predictable hazards in the trench, and other working conditions which may pose a hazard to workers, and
  - Authorized by management to take necessary corrective action to eliminate the hazards. Employees must be removed from hazardous areas until the hazard has been corrected.
- **Underground Utilities** must be:
  - Identified prior to opening the excavation (e.g., contact Digsafe).
  - Located by safe and acceptable means while excavating.
  - Protected, supported, or removed once exposed.
- **Spoils** must be kept back a minimum of 2' from the edge of the trench.
- **Surface Encumbrances** creating a hazard must be removed or supported to safeguard employees. Keep heavy equipment and heavy material as far back from the edge of the trench as possible.
- **Stability of Adjacent Structures:**
  - Where the stability of adjacent structures is endangered by creation of the trench, they must be underpinned, braced, or otherwise supported.
  - Sidewalks, pavements, etc. shall not be undermined unless a support system or other method of protection is provided.
- **Protection from water accumulation hazards:**
  - It is not allowable for employees to work in trenches with accumulated water. If water control such as pumping is used to prevent water accumulation, this must be monitored by the competent person.
  - If the trench interrupts natural drainage of surface water, ditches, dikes or other means must be used to prevent this water from entering the excavation.
- **Additional Requirements:**
  - For mobile equipment operated near the edge of the trench, a warning system such as barricades or stop logs must be used.
  - Employees are not permitted to work underneath loads. Operators may not remain in vehicles being loaded unless vehicles are equipped with adequate protection as per 1926.601(b)(6).

- Employees must wear high-visibility clothing in traffic work zones.
- Air monitoring must be conducted in trenches deeper than 4' if the potential for a hazardous atmosphere exists. If a hazardous atmosphere is found to exist (e.g.,  $O_2 < 19.5\%$  or  $> 23.5\%$ , 20% LEL, specific chemical hazard), adequate protections shall be taken such as ventilation of the space.
- Walkways are required where employees must cross over the trench. Walkways with guardrails must be provided for crossing over trenches > 6' deep.
- Employees must be protected from loose rock or soil through protections such as scaling or protective barricades.

END OF SECTION





Bigelow Middle School Site



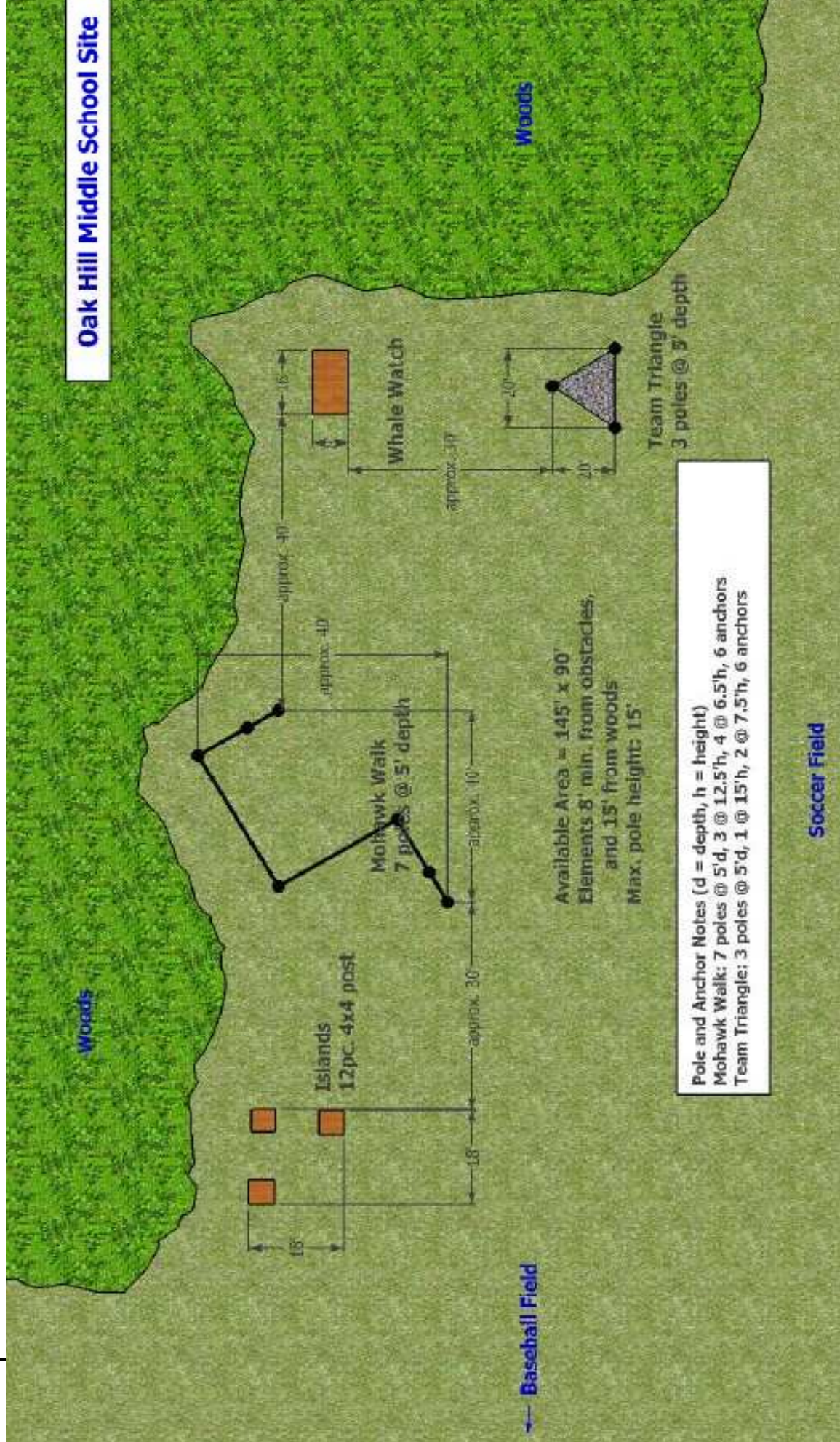








# Oak Hill Middle School Site



Baseball Field

Soccer Field

Pole and Anchor Notes (d = depth, h = height)  
 Mohawk Walk: 7 poles @ 5'd, 3 @ 12.5'h, 4 @ 6.5'h, 6 anchors  
 Team Triangle: 3 poles @ 5'd, 1 @ 15'h, 2 @ 7.5'h, 6 anchors



